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Title: **Cincinnati, University of and District 1199, Service Employees International Union (SEIU), AFL-CIO (2002)**

K#: **810508**

Location: **OH Cincinnati**

Employer Name: **Cincinnati, University of**

Union: **District 1199, Service Employees International Union (SEIU), AFL-CIO**

Local:

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Sector: **L**

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**Agreement Between
University of Cincinnati
and
District 1199/SEIU
July 1, 2002
to
June 30, 2005**

SEIU/ District 1199 WV/KY/OH is a Union of 20,000 plus office workers, state workers, health care and social service workers. Here at the University of Cincinnati, we are almost 700 support staff in a wide range of office professions: from secretary to computer operator; from library associate to personnel technician; from clerk to purchasing agent.

Not only do we work in a wide variety of jobs; we are also spread out in a wide variety of departments and locations - - from the Clifton (west) campus to the Medical Center (east) campus. We are also located in outlying areas from Georgetown, Ohio to Blue Ash to Walnut Hills, to Clermont County.

This contract is meant to be used, not shoved in a back drawer like other legal documents with small print. Read it over carefully. Keep it somewhere it will be readily available for reference. If you don't understand some section of the contract, ask your union steward to explain it to you. If you don't know who your union steward is, call the SEIU/District 1199 office at 861-3925 and ask for the name and phone number of your steward.

If you haven't yet joined the union, you can do so now by sending a membership card to:

SEIU/District 1199
1216 E. McMillan, Room 300
Cincinnati, Ohio 45206

Union membership brings with it a voice in the union, the right to vote for union representatives (stewards and officers), to participate in union committees and member-only services (such as legal services, a union master card) and to have a say in important decisions the union makes. The best way to make your voice heard is to become active in the union - join a committee, participate in the various activities planned by the union leadership, attend union meetings. The power of the union is in our unity, our determination and our activism.

For more information on our Union, visit our website at www.seiu1199.org

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Article 1

Purpose

Section 1. This agreement is entered into by and between the University of Cincinnati, hereinafter referred to as the University, and District 1199 of the Service Employees International Union, hereinafter referred to as the Union.

Section 2. It is the intent and purpose of this agreement to provide for a better understanding between the parties and to provide for a peaceful and reasonable procedure for the resolution of differences.

Section 3. The parties enter into this agreement acknowledging the following principles:

- A. Successful fulfillment of the University's mission of research, education, patient care, and community service depends upon cooperation among all the members of the University community. Such cooperation recognizes the contribution of each individual, and requires that all members of the University community treat one another with dignity and respect.
- B. The purpose of the human resource programs of the University is to recruit, retain, motivate and reward qualified staff through fair and equitable compensation levels and systems.

Section 4. Section 3 of this article shall not be subject to the grievance procedure.

Section 5. The provisions of this agreement shall supersede any conflicting rules or policies of the University and Sections of the Ohio Revised Code except these incorporated in Chapter 4117 or referred to therein.

Section 6. Whenever a male or female pronoun or adjective is used, it refers to persons of either sex.

Article 2

Recognition

Section 1. The University recognizes the Union as the sole and exclusive collective bargaining agent for all permanent and temporary, full-time office staff employed by the University of Cincinnati, including but not limited to those employees of the Clifton Campus, at the Medical Center (including University Hospital, Holmes, and the College of Medicine), in the University Libraries system, and at all branch campuses (Raymond Walters, Clermont College, College of Applied Science); and all permanent and temporary part-time office staff with an appointment of .5 FTE or more in the classifications as listed in Appendix 1.

Section 2. **Excluded from the bargaining unit are:**

- A. All other classified and unclassified positions either represented or not represented.
- B. Supervisory, confidential, managerial, student, seasonal, intermittent, and casual employees as defined under the Ohio Revised Code; part-time employees with an appointment of less than .5 FTE; and employees of the University who are already represented by a bargaining agent; and those employees whose classifications are not in the list of included classifications.
- C. Positions held by persons identified in the SERB Certification as being Confidential or Supervisory.

Section 3. **Unit Clarification**

- A. If the Union and the University disagree about the inclusion in the bargaining unit of any classifications created since the SERB certification or the appointment category or duties of an employee (provided there has been a substantial change in duties since the effective

date of the SERB certification) under Section 2 of this Article, the matter may be appealed to the State Employment Relations Board for unit clarification. During the terms of this Agreement, the University will provide District 1199 on no less than a quarterly basis, a list of all positions created at or below Pay Grade 15 (unclassified) and at or below Pay Grade 32 (Classified) that are not included in any other bargaining unit.

- B. If the Union believes that bargaining unit work is being performed by non-bargaining unit employees, the Union shall submit a letter to the Director of Employee and Labor Relations with all evidence and rationale explaining what bargaining unit work is being performed by non-bargaining unit employees. The parties shall meet to discuss the matter within thirty (30) days of receipt of the letter. Prior to the meeting, the University shall provide the Union with documentation it has collected regarding the issue. The parties shall meet to attempt to resolve the issue. If there is no satisfactory resolution within forty -five (45) days of the meeting unless the parties mutually agree to extend the time limits, the Union may petition the SERB for unit clarification

Section 4. Amendment of Certification

Employees in existing non-bargaining unit classifications/titles may be brought into the bargaining unit through the following procedure:

- A. If the Union and the University agree that the classification/title shares a community of interest with the bargaining unit, the classification/title shall be added either through an opt-in election or by voluntary recognition. If the parties choose voluntary recognition, a majority of the employees in the agreed-upon classification(s)/title(s) must sign authorization cards which expressly state that by signing, the employee designates the Union as the exclusive bargaining representative and the employee further understands if a majority of the employees in the classification or title also sign such cards, the University may recognize the Union without a SERB supervised election. In either case, the parties shall follow appropriate SERB procedures.
- B. If the Union and the University disagree about community of interest, the Union shall petition SERB for unit determination and representation election.

Section 5. The University recognizes the integrity of the bargaining unit and will not, through the circumvention of this agreement, seek to erode it.

Article 3 **Non-Discrimination and Affirmative Action**

Section 1. The University and Union reaffirm that discrimination on the basis of race, color, religion, national origin, sex (including sexual harassment), sexual orientation, disability, status as disabled veteran or a veteran of the Vietnam era, age, or union activity will not be practiced in any of their activities. Furthermore, where past or present discrimination continues to have an adverse effect upon members of minority groups and women, affirmative action efforts will be taken to eliminate the effect, pursuant to the University's Affirmative Action Goals and Policies which except for the organizational structure and procedural mechanisms of the Affirmative Action function, is by reference incorporated herein.

Section 2. The University and Union shall not interfere with, intimidate, retaliate against or coerce employees because of the exercise of their rights under this agreement and Ohio Revised Code 4117.03, paragraph (A) through (C) or because of Union activity.

Section 3. The University agrees to provide the Union with a copy of the Affirmative Action report that is submitted to the Department of Labor.

Section 4. Discrimination refers to perceived or actual differences in treatment based on race, color, religion, national origin, age, sex, sexual orientation, disability, status as a disabled or Vietnam veteran, or union activity.

Section 5. Sexual harassment refers to behavior imposed on the basis of sex which is not welcome, is personally offensive, debilitates morale, or interferes with the work effectiveness of its victims.

Article 4 **Union Security and Dues Deduction**

Section 1. Fair Share. The Union shall fairly represent all employees covered under this Agreement. Therefore, as a condition of employment, employees who are covered under this Agreement shall, within 60 days of employment, or within 60 days of the effective date of this Agreement (whichever is later) either execute a union membership and payroll dues deduction form, or shall have a fair share fee deducted from their payroll checks.

On or before December 31 of each year, the Union shall submit to the University an Affidavit of an officer of the Union which specifies the amount constituting the fair share fee for the upcoming year, which amount shall not exceed the dues uniformly required of members of the Union. The Affidavit shall describe the rationale and method by which the fair share fee was calculated, and shall include a copy of an independent audit obtained by the Union providing the basis for the calculation of the fee. The Affidavit shall certify to the University that a notice concerning the calculation of fair share payments has been distributed to non-members and shall include a copy of such notification. Following receipt by the University of the Union's Affidavit, if the University agrees with the Union's fair share fee calculations and procedures, the University shall adjust the amount of the established fair share fee in accordance with the information provided in the Union's Affidavit, effective with the next paycheck due to members of the Bargaining unit, no sooner than ten days following receipt of the Union's Affidavit. If the University disagrees with the Union's fair share fee calculations or procedures, it shall request additional information and/or modification of the calculations and/or procedures. When the University is satisfied that the calculations and/or procedures are proper it shall adjust the amount of the established fair share fee in accordance with the Union's Affidavit, effective with the next paycheck due to members of the bargaining unit no sooner than ten days following receipt of the Union's Affidavit. If the University and The Union cannot agree on the calculations and/or procedures, the matter will be submitted to binding arbitration in accordance with the arbitration provisions of this contract. Upon receipt of the arbitrator's decision, any adjustment will be made effective with the next paycheck due to members of the bargaining unit.

An employee who exercises her rights under Ohio Revised Code 4117.09(c) shall after a determination has been made in her favor by the State Employment Relations Board, meet with the Union to jointly select a lawful charitable fund to which the University shall, as a condition of employment, remit an amount equal to the fair share fee on a monthly basis.

Section 2. Dues Deduction. On a biweekly basis, the University shall deduct the dues established by the Union from the payroll check of each union member who has authorized such a deduction and the established fair share fee from each non-member. These deductions shall be transmitted to the Union no later than the tenth day of the following month, together with an alphabetized list of all employees and the amount deducted from each. A dues deduction authorization is irrevocable for a period of one (1) year from the first (1st) of August preceding the date of its delivery to the University; or until the employee moves into a classification not represented by the Union or employment is terminated, whichever occurs sooner; and this authorization shall be automatically renewed each first (1st) of August thereafter and shall be irrevocable for said periods of one year unless written notice revoking such authorization is given to the University within the first 20 days of July.

Section 3. As an express condition to the University's agreement to grant a fair share fee arrangement to the Union, the Union agrees to reimburse the University for any of its attorney's fees or other costs arising

from any claims, demands, actions, complaints, suits or other forms of litigation or arbitration, whether or not the Union is a party, that shall arise by reason of actions taken by the University for the purpose of complying with the provisions of this article with respect to the collection of fair share fees, or in reliance on any list, notice certification, affidavit or assignment furnished under any of such provisions by the Union. If the Union is a party, the Union's counsel shall be lead counsel during any litigation or arbitration concerning the fair share fee.

The University and the Union agree that both parties share the duty of establishing and maintaining a valid fair share procedure. The Union agrees to permit the University to examine and audit its fair share records and procedures at any time and to use its best efforts to make records of its affiliates available to the University. The Union further agrees it will make no changes, additions or deletions to its fair share procedures without express consent of the University. The Union's agreement to reimburse the University for its attorney's fees and costs is a quid pro quo for the University's agreement to an agency shop clause and its agreement to deduct fair share fees from the payroll checks of each non-member employee and Union dues from the payroll check of each Union employee.

Section 4. Payroll Deduction. Upon written authorization from an employee, the University shall deduct an authorized amount from an employee's payroll check for the purpose of bank and credit union deposits; purchase of US Savings Bonds and University-offered tax-deferred annuities; and contributions to the United Negro College Fund.

Section 5. Orientation. The University shall provide a copy of this Agreement and a membership and dues deduction authorization form to bargaining unit employees at the University orientation program. The Union will be notified and provided with a schedule of the orientation program that new bargaining unit members will be attending. If the Union wishes to meet with these employees, they will be given the opportunity to do so during a break or lunch time on the day of the orientation program. The Agreement shall include mutually agreed upon information about the Union on the inside covers and opening page. Costs of printing the entire Agreement shall be borne equally by the parties.

Section 6. Monthly Employee Information. By the tenth day of each month, the University shall provide the Union with an alphabetical listing of all bargaining unit employees who were hired in the previous month, including their date of hire, classification, status, work location, rate of pay, home address, and phone numbers. In addition, the list shall include any promotions, demotions and transfers (with the employees' previous and new classification and work location); terminations and resignations; departures from the bargaining unit and leaves of absence. The University will work with the Union in an effort to provide the monthly information on computer disk, instead of paper copy, depending on computer compatibility.

Article 5 **Union Representatives**

Section 1. The University shall recognize 35 officers/stewards for the purpose of administering the collective bargaining agreement assisting employees subject to corrective action and adjudicating grievances. Time spent by the stewards and officers in grievance handling and assisting with corrective action issues during their regularly scheduled hours, will be paid. The number of stewards/officers who shall receive such paid time shall be as follows:

West Campus (excluding University Libraries): eleven (11)
University Libraries: two (2)
Outlying Areas (including the Libraries at these locations): four (4)
East Campus: twelve (12)
Officers: six (6)

West Campus and University Libraries stewards shall receive paid time only for representing employees on the West Campus and at the University Libraries. Outlying area stewards shall receive paid

time only for representing employees in the outlying areas. East Campus stewards shall receive paid time only for representing employees on the East Campus.

The Union will furnish the names of all officers/stewards to the Office of Employee and Labor Relations at the time of their appointment. The Union will furnish a listing of the names of all stewards and officers to the Office of Employee and Labor Relations when new stewards or officers are appointed. An active employee of the University who is excluded from the bargaining unit, pursuant to Article 2, Section 2 of this Agreement, shall not serve as a Union steward or representative or represent employees in the bargaining unit, nor shall such employee represent any other employee supervised by the representative.

Section 2. No union officer/steward will spend more than ten (10) hours in any pay period in grievance processing and investigation (excluding administrative hearings and arbitrations) and preparation for disciplinary hearings. If an officer and steward work for the same (small) department, or if two stewards work for the same (small) department, together they will spend no more than ten (10) hours in any pay period on union representation. Once each contract year, a single four (4) hour training session may be scheduled by the Union at which all stewards and officers eligible for paid release time may attend and may be compensated pursuant to the release time provisions of this Article. The Union shall notify Employee and Labor Relations, in writing, at least two weeks in advance of the training of the date and time of the training and the names, departments and supervisors of the stewards and officers to be released to attend.

Section 3. No steward, officer or aggrieved employee shall leave assigned work in order to conduct union business without prior approval from the respective supervisor. No union steward or officer will be unreasonably denied the right to carry out representational responsibilities when requested. The union steward or officer is obligated to provide the immediate supervisor the following information at the time the representative requests permission to leave. This information shall be completed on the form provided for this purpose.

1. Purpose of the union business (i.e. grievance, disciplinary hearing).
2. The names of stewards and other employees involved.
3. The (small) department of the steward.
4. The (small) department of the employee.
5. The name of the aggrieved employee's supervisor.

Actual time spent on union representation will be provided to the steward's/ officer's supervisor at the time of return.

Section 4. During administrative hearings, pursuant to Article 9, Disciplinary Procedures, there shall be no more than two (2) employees to include a Union steward and the aggrieved party, plus one (1) Union staff representative or his/her designee present. The University also shall have no more than a total of three (3) representatives present, excluding the hearing officer. The Union and the University shall provide 24 hours advance notice of the employees to be used as witnesses and such employees shall be scheduled in advance by the parties so as to limit the burden on the department. Both parties shall be permitted no more than one (1) non-participating observer.

Section 5. During contract negotiations, employees who serve on the Union negotiating committee shall be paid for time spent in negotiations, not to exceed eight (8) hours per day.

The Union shall provide at least two (2) weeks in advance, the names of those University employees who shall serve on their negotiating committee. No two (2) members of the Union's negotiating committee may work for the same department.

Paid release time from work for negotiations shall be for a period of one (1) hour before and one (1) hour after the scheduled meeting. Further extensions of time will be provided upon forty-eight (48) hours advance request by the Union through the Employee and Labor Relations office. No time other than the hours before or after, and actual negotiations, or beyond the normally assigned schedule during actual contract negotiations, shall be approved by the University. The Union's committee shall number no more than a total of 12, which shall include ten (10) University employees. The University's committee shall number no more than the total of the Union's committee.

Section 6. No Union officer or steward shall serve on more than one Labor-Management Committee or taskforce established under this Agreement at a time, except that officers may participate on additional Labor-Management Committees or taskforces by utilizing a portion of their ten hours per pay period paid release time pursuant to Section 2.

Section 7. The University, through the office of Campus Calendar, shall make available to the Union its facilities for the purpose of meetings and seminars at no cost to the Union. The use of these facilities shall be in compliance with the University's Use of Facilities policies.

Campus mail service will be provided to the Union on the same basis as it is provided to other recognized unions at the University to the extent permitted by law.

Section 8. Bulletin Board space will be provided for posting of Union notices in each University building.

Section 9. The Union staff representative(s) shall be permitted reasonable access to work areas in order to conduct legitimate Union business. A staff representative must provide 24 hours advance notification to the (small) department head or authorized representative in order to contact an employee on University time. Such visits shall not interfere with the conduct of normal business operations of the (small) department.

Section 10. The Union President shall be permitted to use paid release time, provided in Section 2 of this Article to attend public Board of Trustees meetings, including public Board Committee meetings. The University shall provide to the Union a copy of the Board of Trustees agenda prior to the scheduled meeting.

Section 11. Union representatives appointed to University Committees shall receive paid release time for their committee work during their regular working hours.

Article 6 **Management Rights**

Except as specifically limited by the provisions of this Agreement and University Rules and Policies, the management of the University and the direction of the working force, including the right to hire, promote, transfer, demote, layoff, discharge or discipline for just cause in accordance with applicable policy regulations is the responsibility of the University. In addition, the work to be performed, the location of the work, the standards of performance, the methods or processes, the organization of departments, amount of supervision, and the decision to do or contract work are the responsibility of the University. It is further understood that nothing in this Agreement shall be construed as delegating to others the authority conferred by law on any University official, or in any way abridging or reducing such authority. The above statement of management rights is understood to be descriptive and explanatory and is not restrictive.

During the term of the Agreement, management shall bargain with the Union regarding the impacts and effects of the exercise of its rights on employees' terms and conditions of employment. The decisions which result in such impacts and effects are the exclusive rights of management to make, and shall not be a subject of bargaining with the Union, unless the parties mutually agree to bargain. The parties shall

bargain in good faith and attempt to reach agreement when bargaining over the impacts and effect of management's decisions, but if no agreement is reached, management reserves the right to implement its decision, provided such implementation results in no violation of this Agreement or University Rules or Policies.

Article 7 **Savings Clause**

If any Article or Section of the Agreement or any addition thereto would be held invalid by operation of law or by an tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

Article 8 **No Strike or Lockout**

Section 1. During the life of this Agreement, the Union agrees that it will not:

- A. Call institute, maintain, or conduct a boycott against the University of Cincinnati or picket any place of business of the University of Cincinnati, on account of any jurisdictional work dispute;
- B. Induce or encourage any individual employed by any person to engage in strike in violation of Chapter 4117 of the Revised Code or refusal to handle goods or perform services; threaten, coerce, or restrain any person where an object thereof is to force or require any public employee to cease dealing or doing business with any other person; force or require the University of Cincinnati to recognize for representation purposes, an employee organization not certified by the State Employment Relations Board;
- C. Induce or encourage any individual in connection with a labor relations dispute to picket the residence or any place of private employment of any public official or representative of the University of Cincinnati;
- D. Engage in any picketing, striking, or other concerted refusal to work without giving written notice to the University of Cincinnati and the State Employment Relations Board not less than ten (10) days prior to the action. The Notice shall state the date and time that the action will commence and, once the Notice is given, the parties may extend it by the written agreement of both. If the State Employment Relations Board (SERB) decides that the strike is not authorized under Chapter 4117 of the Ohio Revised Code, the University may discipline, including discharge, employees who violate this section.

Section 2. Stoppage of work by employees in good faith because of dangerous or unhealthful working conditions at the place of employment which are abnormal to the place of employment shall not be deemed a strike. The exercise of this right is subject to review by the University. If the action is determined to be unprotected under the law, the employees engaged in such activity may be disciplined.

The parties encourage the employees to seek the advice of their Union before exercising this right.

Section 3. During the life of this Agreement, the University agrees that it will not lockout or otherwise prevent employees from performing their regularly assigned duties where the object thereof is to bring pressure on the employees or an employee organization to compromise or capitulate to the employer's terms regarding a labor dispute.

Article 9
Corrective Action Procedures

Section 1. The following language on Corrective Action Procedure is the sole source of rights and obligations of the parties to this contract in these matters. Furthermore, the following language is intended to supersede all provisions applicable to public employees in the Ohio Revised Code, and/or the rules of the Ohio Department of Administrative Services and the State Personnel Board of Review in relation to the Corrective Action Procedure.

Section 2. Corrective Action/Discharge

A. An employee may receive corrective action for just cause.

B. It is agreed that corrective actions shall be taken according to the seriousness of the offense and that the basic purpose of such action is corrective and not punitive. The University shall administer progressive corrective action which provides the employee the opportunity to understand a problem and the steps necessary to improve identifiable deficiencies. Possible corrective actions are: written conference report, written reprimand, suspension up to 30 calendar days, demotion and dismissal.

C. Employees who are subject to corrective action (except for failure to qualify at the end of their probationary period) that immediately results in a suspension, demotion or dismissal shall have a hearing by an impartial hearing officer prior to the imposition of said action. All charges against the employee shall be in writing and specifically state in detail the alleged infraction and the anticipated corrective action. If facts arise during investigation which cause the anticipated corrective action to be revised, nothing shall prohibit such revision. A copy of the written charges will be provided to the Union. The employee against whom charges are issued, or the University, shall have the right to one continuance of the scheduled hearing. Such continuance must be requested at least one (1) working day in advance of the scheduled hearing. Such continuance shall not exceed 14 calendar days.

An administrative hearing may be waived by using the following procedure: A waiver shall be in writing and signed by both the employee and the Union representative. The waiver shall include the corrective action to be imposed prior to obtaining signatures. When an administrative hearing is waived pursuant to the above, the employee cannot grieve the corrective action imposed. A written waiver of rights to the hearing will subject the employee to the immediate imposition of the corrective action by the University. All other corrective action, i.e., written reprimands, may be imposed without a hearing and are subject only to the grievance procedure. In such situations, the supervisor shall hold a counseling session with the employee concerning the specific problem. The problem shall be identified, the reasons for the action or inaction discussed, and an objective communicated. The supervisor may request the employee to sign the report or reprimand, but only to signify receipt. Upon authorization of the employee, copies of written conference reports and reprimands will be sent to the Union office.

Corrective action involving suspension, demotion, or dismissal shall be imposed by the hearing officer only after issuing the findings and decision, unless the employee had waived rights to a hearing as specified heretofore. Progressive corrective action may be in the form of, but not necessarily start at, oral reprimands, written reprimands, suspensions up to 30 calendar days, demotion and/or discharge. The hearing officer may impose warning letters in place of suspensions. Such warning letters will carry the same weight as the suspension they replace and will be so evaluated in determining its appropriateness and in the assessment of any subsequent action.

Should an employee decide to file a grievance over action taken as the result of a hearing, such grievance shall be initiated at Step Three (3) of the grievance procedure within 10 working days of the personal delivery or certified mailing of the notice of the action.

Employees subject to all written corrective action, up to and including dismissal, shall receive notification of the actions in writing, and a copy shall be sent to the Union if the employee authorized, in writing, that such copy be sent. Where there is a hearing officer's report, the employee shall be notified of the decision with copies forwarded to the Union office.

D. Employees shall have the right to Union representation at all hearings to determine corrective action and conferences that may result in corrective action, or may choose to present their own case; however, a representative may not be employed by another union or union-like organization.

E. The University reserves the right to terminate employment for the following reasons:

1. Voluntary resignation;
2. Discharge for just cause as set forth in this Article, Section 2, A.
3. Failure to return from a leave of absence within seven (7) calendar days of the issuance of a certified letter from the University.
4. Failure to return from a layoff within seven (7) calendar days of the issuance of a certified letter from the University.
5. Absence from work for three (3) or more consecutive scheduled work shifts without the employee's having contacted her supervisor or supervisor's designated representative. Should a question arise as to the employee's ability to contact any of those specified above, such matters shall be subject to the grievance procedure.
6. Acceptance of another position while on authorized leave, except as approved by the office of Employee/Labor Relations.
7. Terminations of non-probationary employees are subject to the grievance procedure except as prohibited by Section C of this Article.

F. After 24 months from date of issue, corrective action shall not be considered in any subsequent determination of corrective action unless there have been corrective actions for on-going problems of a similar nature in the intervening period.

G. In all cases of dismissal, the employee is entitled to payment of all wages due.

H. Employees who have been notified of an upcoming corrective action hearing may meet with their steward during working hours with no loss of pay or benefits to prepare for the hearing; such meetings shall be for a reasonable period of time.

I. Employees have the right to appeal corrective actions through the grievance procedure subject to Section C of this Article provided for in this agreement, including the reasonableness of any work rule involved in the corrective action.

J. Employees shall not be subject to corrective action for exercising their rights under the Family and Medical Leave Act provided that they satisfy the terms and conditions set forth in the Act as required.

Article 10

Grievance Procedure

Section 1. Members of the Union and the University community are not to obstruct, discourage, intimidate, threaten or interfere in any way with any person(s) who utilizes this grievance procedure. This includes persons who file grievances and all other participants in the grievance procedure. Likewise, retaliation against a person(s) for filing a grievance or participating in the process will not be tolerated. Complaints alleging retaliation for filing a grievance shall be processed separately under this procedure.

Section 2. If a dispute arises over the interpretation or application of any specific provision of this Agreement or the application of the Rules of the University, University of Cincinnati Policies, U.C. Personnel Policies and Procedures Manual, or U.C. Policy and Benefits Handbook, it shall be defined as a grievance and shall be subject to the grievance procedure. Disputes concerning denial of insurance or retirement benefits by an insurance or retirement provider other than the University shall not be processed under this article unless the denial is based on the failure of the University to provide the carrier with accurate enrollment information or payment of premium or unless the University has agreed with a provider to modify a plan without prior approval by the Union. "Modify a plan" shall mean modify the level of benefits.

Each grievance, oral or written, shall identify the article and section of this agreement or University rule or policy where the alleged violation has occurred, and the remedy requested to settle the grievance.

Section 3. Repeated incidents of verbal abuse and/or embarrassing or humiliating an employee in the presence of the public or co-workers on the part of supervisory and management personnel will not be tolerated and are subject to the grievance procedure.

Isolated incidents of verbal or physical threats on the part of supervisory and management personnel will not be tolerated and are subject to the grievance procedure.

None of the abovementioned behaviors will be tolerated by other members of the University community. If non-supervisory, non-managerial personnel or customers engage in such behavior, the employee shall report the incident to the supervisor, who shall take appropriate action.

Section 4. Group Grievance. There may be individual or group grievances. A group grievance shall be one in which the facts and the provisions of the agreement or rules or policies alleged to be violated are similar for each employee in the group. The aggrieved party shall file an individual or group grievance in the appropriate department in accordance with Step 2 of the procedure that follows. If a group grievance affects employees in more than one department, it may be filed at Step 2 or 3 of the procedure. However, the Union shall discuss the matter with the Office of Employee and Labor Relations in an effort to determine which step of the procedure is more appropriate.

Section 5. Grievances alleging discrimination or sexual harassment may be processed either through the University's Affirmative Action Complaint Procedure or this Grievance Procedure beginning at Step 2. The employee must choose one of the two procedures. Once an employee has initiated one procedure, the employee shall not discontinue that procedure in order to initiate the other procedure; nor shall the employee be permitted to initiate the other procedure at the conclusion of the originally selected procedure. If the employee elects to follow the Affirmative Action Complaint Procedure, no arbitration of an unsatisfactory resolution shall occur. If the employee elects to follow the Grievance Procedure beginning at Step 2, the Union shall also send a copy of the grievance to the Office of Employee and Labor Relations.

Section 6. It is agreed that the time limits set forth within this article may, by mutual consent, be extended for a reasonable period of time. Such request and approval shall be in writing. The parties may waive, in writing, one and/or two steps of the grievance procedure by mutual agreement of the Union and the Employee/Labor Relations Office.

Steps of Grievance Procedure

Step 1 - Verbal Resolution of Grievance

If an employee or group of employees believes that the University has violated this Agreement or University rule or policy, that employee or group of employees shall attempt to adjust the complaint with the immediate supervisor within fifteen (15) working days of the time the employee(s) becomes aware of the alleged grievance. The employee(s) shall have the right to union representation at this step. Unless mutually agreed by the parties, Step 1 will end twenty-five (25) working days after the employee becomes aware of the alleged grievance. The grievant may then proceed to Step 2.

Step 2 - Written Grievance

The employee(s) and/or Union representative shall file a written grievance to the appropriate Administrator/Dean, Department Head (or designee) within five (5) working days of the end of Step 1. The appropriate area Administrator/Dean, Department Head (or designee) shall meet with the employee, the Union representative within ten (10) working days from the date notice was received from the Union that the grievance was not resolved at Step 1. If the Union designee is a Staff Representative, the Union shall notify the Office of Employee/Labor Relations of this fact prior to the meeting with the appropriate area Administrator/Dean/ Department Head (or designee). The parties shall attempt to resolve the grievance during this meeting. The Administrator/Dean/ Department Head (or designee) shall render a written decision within five (5) working days from the time the parties meet, copies of which will be provided to the grievant, the grievant's representative(s) and the Employee/Labor Relations Department who shall send a copy to the Union office. If the employee and/or employee's Union representative(s) wishes to carry the grievance to the next level, a letter so stating with a copy of the grievance must be submitted to the Office of Employee and Labor Relations within five (5) working days of the decision being appealed. If the grievance is unanswered at the expiration of five (5) working days, the complaint may be referred to Step 3.

Grievance Mediation: Either party may suggest to the other to submit grievances which are unresolved to the FMCS Grievance Mediation process. This can occur either prior to Step 3 or prior to Step 4. If the other party agrees to grievance mediation, the initiating party shall notify the FMCS office of the need for a mediator and the desire to hold a mediation session within ten (10) working days of the notification. The parties shall select a mutually agreeable date. If the parties cannot agree upon a date, the mediator shall select the date, and both parties will abide by this selection.

The hearing shall be informal, with no briefs, transcripts or formal rules of evidence. Each party shall present its case to the mediator, who shall attempt to mediate the grievance after hearing the facts from both parties. Any settlement reached through this process shall be non-precedent setting.

If the parties cannot agree on any resolution, the mediator shall provide an advisory opinion to the parties at the conclusion of the hearing. The mediator's advisory opinion shall be based on facts developed by the parties that were submitted at the hearing and shall in no way modify or change this Agreement. The advisory opinion shall not be used as a precedent or as evidence in an arbitration proceeding.

The acceptance or rejection of the mediator's advisory opinion is voluntary for both parties. The parties shall determine whether or not to accept the advisory opinion within three (3) working days of its receipt.

If FMCS declines to mediate a grievance, the Union may proceed to the next step, according to contractual timelines.

Step 3

The University's designated representative(s) from Employee and Labor Relations and the employee's department shall meet with Union representative(s), and the employee or representative of the employees if a group grievance (if requested by the Union) within fifteen (15) working days from the date notice was received from the Union that the grievance was not resolved at Step 2. The parties shall be entitled to an

equal number of representatives (excluding witnesses) at this meeting except as mutually agreed upon. The parties shall attempt to resolve the grievance during this meeting.

The University's designated representative from Employee and Labor Relations shall render a decision in writing to the employee's representative(s) within ten (10) working days from the date the meeting was held. If the Union wishes to carry the grievance to the next level, the Union must initiate the next step within twenty (20) working days. The party requesting arbitration must notify the other party in writing within twenty (20) working days of the receipt of the written decision at Step 3. If the grievance is unanswered at the expiration of ten (10) working days, the complaint may be referred to Step 4 by the Union, and written notification to arbitrate must be given accordingly.

Step 4 - Arbitration

A reasonable attempt shall be made by the parties to construct and jointly submit the issue(s) to be arbitrated. The parties will draw the names of five (5) arbitrators by lot from the permanent panel when a grievance proceeds to Step 4 of this grievance procedure. The arbitrator may be selected by mutual consent from the list drawn. If the parties cannot agree, each party shall strike two (2) names from the panel. The party invoking arbitration shall strike a name first. The other party shall then strike one name, the process will be repeated and the remaining person shall be the arbitrator. Once per year during this agreement, the parties will meet to review the panel of arbitrators and determine the continued use of the existing list of panel members. The parties shall endeavor to select arbitrators who will hold hearings within thirty (30) days of their selection and who will render a decision within thirty (30) days from the conclusion of the hearing. Other considerations in selecting the panel of arbitrators shall be cost, proximity and diversity.

The arbitrator shall render the decision within thirty (30) days from the conclusion of the hearing. If an allegation of discrimination or sexual harassment is heard by an arbitrator, the arbitrator shall have no authority regarding disciplinary action to be taken against a respondent who is not a member of the SEIU/1199 bargaining unit. The arbitrator's decision shall be binding in all other respects.

The decision of the arbitrator shall be final and binding, whether or not it is rendered within the 30 day period.

Cancellation of the agreed upon arbitration date can only occur due to circumstances beyond control of the parties or withdrawal by the moving party. The party requesting the cancellation will pay the cancellation fee, if applicable. The new date for the arbitration hearing must be established within 15 days and the arbitration hearing itself held within 30 days of the original date of the hearing. A pre-arbitration conciliation meeting may be held not more than 30 days and not less than 14 days prior to the scheduled arbitration date, at the request of either party.

The arbitrator shall have no authority to alter in any way the terms and conditions of this Agreement or University Rules or Policies.

Any pre-arbitration settlement will be without prejudice to any party unless the University and the Union expressly agree otherwise. The representative of the grieving party has the right to withdraw a grievance at any step without prejudice to the position of any party.

The fee and other expenses of the arbitration and arbitrator shall be shared equally. Each party shall bear its own expenses in these arbitration proceedings. Any University employee called as a witness by either side will continue to receive the regular rate of pay while attending such hearing for those hours the employee would have been scheduled to work.

A grievance shall be deemed waived by the employee and the Union unless such grievance is presented in writing to the University in accordance with the grievance procedure. However, the issue of timeliness may be subject to arbitration.

Section 7. Grievances may be processed by aggrieved employees during working hours, with no loss of pay or benefits.

Article 11 **Filling of Vacancies**

Section 1. Eligibility. For purposes of this article, employees who hold bargaining unit titles but are excluded from the bargaining unit because of their supervisory, confidential, intermittent or FTE status shall be given the same eligibility and consideration as bargaining unit members for promotion, transfer and reinstatement. Employees who are within an original or other probationary period are ineligible for inclusion in a pool of candidates to fill a vacancy. Waiver of consideration for a position shall not cause an employee to be removed from an eligibility or transfer list.

Section 2. Recruitment. The department has the option to fill a vacant position by recruiting on a department-wide (large), or bargaining unit-wide basis.

A. Department-wide recruiting. If the department elects to recruit on a department-wide basis, all qualified promotional and transfer applicants from the small department who express an interest in the vacancy will be included in the pool.

The department shall choose from the existing pool. If no employee applies for or no applicant meets the minimum qualifications for the position, then the position shall be filled pursuant to Section 2.B. (below).

B. Bargaining Unit-wide recruiting. A pool of candidates shall be established consisting of all qualified promotional, demotional and transfer candidates interested in the vacancy, and any reinstatement candidates. Should there be fewer than a total of ten (10) internal candidates from the eligibility list in the pool, additional candidates may be added to the pool from outside the bargaining unit in order of their test scores in order to make up a pool of ten (10) eligibility list candidates.

C. Senior Library Associate Specialist vacancy notices shall be posted simultaneously for both inside and outside the bargaining unit for five (5) working days. In addition to the posting information noted in section 3 the notification shall include the knowledge, skills and abilities (KSA's), expanded minimum qualifications (if necessary) and the date after which applications will no longer be accepted. All bargaining unit employees who meet the qualifications for the position shall be included in the pool of candidates.

If the University has not received applications from ten (10) bargaining unit employees who meet the minimum qualifications for the position, the University may, at its discretion, give consideration to candidates from outside the bargaining unit. Any bargaining unit employee who had applied and who had met the minimum qualifications shall remain in the qualified pool. The University may augment the pool with outside candidates, as long as the total pool does not exceed ten (10).

Section 3. Testing Application, and Vacancy Opportunities.

A. Notification of Vacancy Opportunities. A test will be given before a vacancy is filled. Notification of testing opportunities will appear in the Job Update for a period of five (5) working days. The following information shall be included in the posting: classification, salary range, department, location, supervisor, minimum qualifications, description of the job duties, and information regarding percentages assigned to each section of the examination.

All employees who are interested in testing for the classification must apply within the time specified in the Job Update.

Transfer candidates and employees who have taken and passed the test in that classification may apply for a specific vacancy by submitting a dated and signed letter of interest to the Employment Services Department. This letter must be received by the deadline indicated in the Job Update. Employees who have passed the test and have eligibility remaining for a classification may apply for positions, when they are posted, that are lower within the classification series, by submitting a letter of interest to Employment Services, requesting that their test scores and applications be used for consideration for the lower positions. When an employee exercises this option, their eligibility on the list will not be extended beyond the date of the original application and test scores.

The Office of Human Resources shall establish the pool of candidates according to the procedures outlined in Section 2 above. The University shall maintain accurate documentation of its activities to establish lists of candidates, which shall be available to employees and the Union for review.

Section 4. Selection. Selection shall be based on job-related criteria, including but not limited to experience, education, skill, training, and work history. In the event that an external candidate and a current bargaining unit employee are equally qualified for the vacant position based on the above referenced criteria, the University shall give preference to the current bargaining unit employee in its hiring selection. Once the selection has been made, the University will provide to the Union a list of the candidates referred for the vacancy, as well as the name of the candidate selected. If the candidate selected is external and there are qualified bargaining unit candidates, the hiring department shall submit a letter to Employee and Labor Relations with a copy to the Union, summarizing the reason(s) for the selection. This letter shall be submitted at the time the selection is made. Candidates referred but not selected will be so notified by the hiring department, including the name of the candidate selected, within 15 days of filling the vacancy. Upon request of a candidate not selected, the hiring department will provide verbal information concerning the reason for the hiring decision. A meeting of the parties is not required to fulfill this obligation.

Section 5. Reinstatement. Any former employee who separated from the University in good standing wishing reinstatement to the same classification (or lower within the same classification series (see Appendix 3)) within one year of separation shall be included in the pool of candidates for bargaining unit-wide opportunities until the employee is offered a position or until the year has lapsed, whichever is sooner. All such reinstatement candidates shall be in addition to the candidates from the promotion and transfer lists. An employee reinstated to the same pay grade shall receive the same relative rate of pay the employee would have received had she continued working. If reinstated to a lower classification within the same series, the employee shall receive the same relative rate of pay (with appropriate longevity adjustment) the employee would have received had she continued to work, but not greater than the maximum for the pay grade. A reinstated employee shall retain the same seniority status, including vacation status, accrued sick leave and longevity as held at the time of separation. Employees reinstated to the same classification (or lower classification within the same classification series) but in a different department shall serve a three-month probationary period. Reinstated employees who fail probation shall be separated from the University and returned to the reinstatement list for the balance of time remaining for reinstatement eligibility.

Section 6. Recall Priority. Employees on a layoff/recall list shall be recalled pursuant to Article 12, Reduction in Force (Layoff and Recall), prior to utilizing promotional or transfer lists.

Section 7. Affirmative Action. If the University Affirmative Action Plan identifies an underutilization of women or minorities for a particular group which includes the vacant position, the vacancy must be posted bargaining unit wide. If no female or minority employee is included in the list of candidates, the University

shall add the minority or female bargaining unit employee from the list who has the highest passing test score. If no such bargaining unit employee is eligible, the University may fill the position from outside the bargaining unit in test score order.

Section 8. Discrimination or Unusual Circumstances. In instances where discrimination or other unusual circumstances, such as compliance with the Americans with Disabilities Act, require immediate action, the University may, by mutual agreement with the Union, place an employee in another position for which the employee is qualified without regard to the other provisions of this article. If the University believes that it is legally required to make such a placement and cannot reach mutual agreement with the Union, the University may make the placement and the Union may file a grievance beginning at Level Three, pursuant to Article 10.

Section 9. Seniority. Seniority shall mean the length of time measured in years, months, and days of service an employee has been continuously employed by the University of Cincinnati except as noted below. If an employee is terminated for cause, the employee's seniority shall terminate immediately.

Seniority will continue to accrue during time spent on an approved leave of absence or on a layoff/recall list.

Employees reinstated following separation from employment will not be credited with any time for the period of separation if reinstatement occurs more than thirty (30) days after separation. Reinstatement may only occur within one (1) year from the date of separation.

Section 9(A). Longevity. Longevity shall reflect total state service, including U.C and outside, break or no break.

Section 10. Examinations.

A. The University shall administer two kinds of examinations. Tests shall be used to evaluate the employee's ability to perform duties of the classification.

(i) **Assembled examinations:** An examination in which an applicant must display competency on a written, practical, or oral examination, or on any combination of these three.

(ii) **Non-assembled examinations:** The University reviews the application form and evaluates prior training, experience and education to determine whether the applicant meets the minimum requirements for the classification and assigns a grade.

B. Credit for seniority shall be added to examination scores which exceed the minimum passing score as follows:

Under 1 year = 0.0 point	8 years = 6.4 points
1 year = 1.0 point	9 years = 7.0 points
2 years = 2.0 points	10 years = 7.6 points
3 years = 3.0 points	11 years = 8.2 points
4 years = 4.0 points	12 years = 8.8 points
5 years = 4.6 points	13 years = 9.4 points
6 years = 5.2 points	14 years = 10.0 points
7 years = 5.8 points	14+ years = 10.0 points

C. No more than two officers/stewards may observe the giving of a practical promotional examination. The Union's recourse in case of irregularity is limited to the filing of a grievance.

D. Time off for application, testing and interviewing for promotional list eligibility and transfers will be allowed on University time only for employees scheduled to work between the hours of 8:00 am and 5:00 p.m., provided the applicants have completed their probationary period. Employees may exercise this right no more than three times per year for practical examination (with the understanding of the University's plan to consolidate practical examinations for various classifications) and without limit for applications and interviews. However, an employee must wait a minimum of six months after taking an examination before re-testing.

E. Applicants shall receive notice of their examination score, and whether or not they met the minimum qualifications, at the time the classification eligibility list is created. Applicants who are not selected for a vacancy shall have their test scores retained for that classification for a period of one year. The employee must inform the Office of Human Resources if the employee wishes to use the score from the previous test or retest for the vacancy. After six months, if an employee chooses to retest for the vacancy, the highest score will be the score of record.

Section 11. Transfer List. An employee wishing to transfer within her primary classification from one department to another may apply in writing by completing the appropriate forms in the Employment Services division of Human Resources. An employee shall be given transfer consideration pursuant to this Article. An employee may apply for a transfer to a lower classification in the same classification series or to a lower classification previously held within the last three years, which shall be considered a voluntary demotion. An employee may apply for a transfer to a higher classification within the same series or to a dissimilar classification if previously held within the last one year. Employees must update their transfer applications yearly, by filling out the appropriate forms and submitting them to the Employment Office. Failure to update the application will make the employee ineligible for transfer consideration.

Section 12. Probationary Periods.

A. There shall be no probationary period for employees who transfer positions within the same classification (or a lower classification in the same series) within the same department. Employees whose existing position has been reclassified shall not serve a probationary period. Employees who fill a position within the same (or lower in the same series) classification in a different department shall be subject to a three-month probationary period. Employees who fill a position in a different classification shall be subject to a six-month probationary period. New hires shall be subject to a six-month probationary period, which shall be called an original probationary period. An employee returning to the same classification (or lower in the same series) following a medical/disability leave of absence shall not serve a probationary period. Time spent on a paid or unpaid leave of absence in excess of twenty (20) working days shall not apply towards the completion of the probationary period.

B. **Seniority.** Employees in their original probationary period shall have no seniority. After successful completion of their probationary period, their seniority date shall be defined as in Section 9 of this Article.

C. **Training.** Employees shall receive a copy of their job description on their date of hire or the date of appointment to a different position. The University shall designate a person who shall be responsible for training the employee. This person shall be the employee's supervisor, unless the supervisor's duties do not require her to be familiar with the position's duties.

D. **Evaluation of probationary employees.** During the probationary period, the employee shall receive regular feedback from the supervisor and the person training her. A written evaluation shall be conducted at the midpoint of the probationary period and at its conclusion.

E. **Termination at will.** Employees in their original probationary period may be terminated at will, and such termination shall not be subject to the grievance procedure, except for allegations of

discrimination in violation of this Agreement. The University shall inform the employee in writing of the reasons for termination.

F. Failure of probation for non-original appointment. The University may fail an employee from the midpoint of her probationary period to the conclusion for performance-related reasons. If the probationary period is not satisfactorily completed, the employee will be returned to her former department, classification, and rate of pay provided an offer of permanent employment has not been made to, and accepted by a candidate for the vacancy in the previous position. If the previous position has been filled, the employee will be placed into the oldest vacancy on record in her previous classification, in the previous administrative area and FTE grouping. If no vacancy exists, then the employee will be placed into the oldest vacancy in the previous classification and FTE grouping bargaining-unit wide. If no vacancy exists, the employee will be returned to the former department, classification, and rate of pay until a vacancy occurs in the classification bargaining-unit wide.

G. Right to return. During her probationary period, an employee may elect to return to her previous position and shall not serve a new probationary period, provided an offer of permanent employment has not been made to and accepted by a candidate for the vacancy in the previous position.

H. An employee who is promoted from outside the bargaining unit to a classification within the bargaining unit, and then fails probation, shall have no further rights in the bargaining unit.

I. A bargaining unit employee who fills a position outside the bargaining unit shall have no further rights in the bargaining unit except as a reinstatement according to Section 5 of this Article.

Section 13. Compensation. An employee accepting a lateral transfer within the same pay grade shall be paid at the same rate of pay as previously earned and shall be placed at the same relative rate within the salary range. An employee accepting a promotion shall be placed at the relative rate which results in not less than a 5% increase in base salary (exclusive of longevity), but not less than the minimum rate of the higher salary range, nor more than the maximum for that classification. An employee accepting a voluntary demotion shall receive a reduction in pay of 5%, except that in no situation shall she be paid less than the minimum nor more than the maximum of the lower classification's salary range. Employees shall receive a 5% increase upon completion of a promotional probationary period (including promotions to a different classification series. No increase will occur upon completion of probation in lateral transfers (including dissimilar transfers within the same pay grade) or voluntary demotions within the same or dissimilar classification series.

Section 14. Temporary Wage Level Adjustment. Should a vacant position need to be filled on a temporary or emergency basis, the University, where practical, shall afford a lower classified employee in the same department an opportunity to temporarily fill the position until a permanent employee is appointed or returns to the position. A temporary assignment may last no longer than one year unless such an assignment is to provide temporary replacement for an employee whose leave of absence exceeds one year. During the temporary assignment, the employee shall receive a temporary wage level adjustment in recognition of the assumption of higher level duties and responsibilities. If a temporary assignment lasts longer than one year, except as noted above, the employee shall be reclassified. The temporary wage level adjustment shall be equal to 10% of the base salary (exclusive of longevity), or the minimum of the higher pay range, whichever is greater. In order to be eligible for a temporary wage level adjustment, the employee must perform the higher level duties and responsibilities for a minimum of two weeks in which case the TWL shall commence with the assumption of the higher level duties. The Temporary Wage Level Adjustment shall be paid for all compensable hours except for sick leave.

Section 15. Reassignment.

Small Department: The University has the right to reassign an employee to another position within the same classification and small-department on a temporary or permanent basis.

Large Department: An employee may be reassigned for the purposes of cross-training and fill-in (including temporary assignments to cover peak work loads):

With mutual consent of the University and the employee, an employee may be reassigned to any position within the same classification and large department.

Without mutual consent an employee may be reassigned to the same classification within the large department only for purposes of reorganization and not in instances where the grievance, disciplinary, lay-off or other procedures or portions of this Agreement have been or should have been utilized. Human Resources must certify that the action is not punitive, discriminatory, a lay-off, or in violation of this Agreement and that the reassignment is in the best interest of the department, University and the employee. The decision of Human Resources on such matters is grievable. When such circumstances occur in Human Resources, the Office of the University Ombudsman either will provide this certification or will disapprove the proposed action.

Section 16. If a department increases the FTE appointment level of a part-time employee, even if it would result in the employee becoming a bargaining unit member, such an action is not considered filling a vacant position. This right shall not be abused and shall not be used to undermine the filling of vacancies article. A department's desire to make such a change in FTE level shall be coordinated through Human Resources

The University agrees to test provisional employees appointed at less than 50%, and they must pass the test before the University can increase their FTE to 50% or greater. The University also agrees to notify the Union of FTE increases from less than 50% to 50% or greater in the monthly information provided to the Union.

Section 17. Contractual Rights and Obligations. This Agreement is the sole source of rights and obligations of the parties to this contract on the subject of the filling of vacancies. Its language is intended to supersede all provisions applicable to public employees in the Ohio Revised Code and/or the Rules of the Ohio Department of Administrative Services relative to the filling of vacant positions, except for those relating to original appointments.

Article 12

Reduction in Force (Layoff) and Recall

Section 1. This Agreement is the sole source of rights and obligations of the parties to this contract on the subject of Reduction In Force (Layoff) and Recall. Its language is intended to supersede all provisions applicable to public employees in the Ohio Revised Code and/or the rules of the Ohio Department of Administrative Services relative to Reduction in Force (Layoff) and Recall.

Section 2. For purposes of this article, employees who hold bargaining unit titles but are excluded because of their supervisory or confidential status have no right of displacement into the bargaining unit should such employees be identified for layoff. Likewise, bargaining unit employees have no right of displacement into supervisory or confidential positions should a layoff occur within the bargaining unit.

Section 3. In the event of a reduction in force for reasons of lack of work, lack of funds, or reorganization for efficient operation, the Union shall have the right to grieve and arbitrate said issues pursuant to the Grievance Procedure.

Section 4. Whenever the University decides to reduce its workforce due to lack of work, lack of funds, or reorganization for more efficient operation, the University shall use the following procedure in determining which employee shall be laid off.

Section 5. The University shall identify the positions to be abolished and the employee(s) to be affected and shall freeze all vacant positions in the classification series. (See Appendix 3). The University shall notify employees in these positions not less than fifteen (15) working days prior to the abolishment of their positions or shall send a certified letter of notification at least twenty-one (21) calendar days in advance of the abolishment; a copy of the notification shall be sent to the Union office. The notice shall include the reasons for the abolishment, the effective date of the abolishment, and a reference to the employee's rights under this article and the Grievance Procedure article of the collective bargaining agreement. A copy of the layoff list indicating the names of all bargaining unit employees in the same classification and in the same administrative areas and FTE grouping including the seniority date and level of appointment will be posted in the area(s) affected by the layoff and in the Office of Human Resources, and a copy shall be sent to the Union. The University shall also, at the same time, send the Union the back-up documentation which provides the rationale for the choice of which position has been abolished and how the job duties will be redistributed or eliminated. Layoffs shall be in accordance with the seniority within the Administrative areas as defined in Appendix 8. The University shall not layoff bargaining unit employees in lieu of disciplinary action. Employees at or above .8 FTE will be considered in a separate layoff jurisdiction from those below .8 FTE but at or above .5 FTE. Permanent employees shall not bump temporary positions, nor shall a temporary employee bump a permanent position.

Where there is an employee(s) subject to a reduction in force, the University has the right to exercise the reduction by:

- A. Reassigning the employee(s) to an existing open position at the same classification within the administrative area and in the same FTE grouping in which the abolishment occurs provided they can do the work. The employee will be placed in the oldest vacancy. An employee reassigned pursuant to this clause shall not undergo a probationary period. An employee may not be reassigned to a different shift, unless by mutual agreement between the employee and the University.
- B. Once a requisition to fill a vacancy has been submitted to Human Resources, it cannot be withdrawn without proper documentation.
- C. Should there be no vacancies available within the administrative area and FTE grouping, pursuant to Section 5(A) above, the employee(s) identified for abolishment shall displace the least senior bargaining unit employee within the same classification within their administrative area and FTE grouping.
- D. Should there be no one of lower seniority in the same classification within their administrative area and FTE grouping, then that employee shall fill the oldest vacancy bargaining unit wide, or in the absence of a vacancy, shall displace the least senior employee in the lowest classification within the classification series (see Appendix 3), administrative area and FTE grouping where the employee loses no pay.
- E.
 - 1. Each employee who is displaced as a result of the above displacement process shall be reassigned to the oldest existing vacancy in the same classification series (see Appendix 3) and FTE grouping, bargaining unit-wide where the employee loses no pay before displacement continues.
 - 2. If there is no vacancy, the displaced employee shall displace the least senior employee in the lowest classification within the classification series and FTE grouping bargaining unit wide where the employee loses no pay, and so on, until the least senior employee in the lowest classification in the series has been displaced.
- F. In no case can a less senior employee displace a more senior employee.

- G. At all steps of the abolishment and layoff process, when an employee is not able to do the work, such employee will progress to the next step of this process until the employee can perform the work or the employee is laid off.

Section 6. Employees on approved paid or unpaid leave of absence may be laid off or displaced as any other employee. If at the time of bumping the displaced employee is on a leave of absence, the displacement process will stop. Upon a request to return to work from leave, in accordance with Article 22, the displacement process will continue in accordance with Article 12. This paragraph shall not apply to employees on a disability leave of absence.

Section 7. The bargaining unit member(s) who is (are) subject to reduction in classification through displacement and/or layoff shall be notified at least fifteen (15) working days in advance of the effective date of the action or shall be sent a letter of notification by certified mail at least twenty-one (21) calendar days in advance. The letter shall contain the effective date of the reduction in classification and/or layoff, references to the Layoff/Recall and Grievance Procedure articles contained in this contract. A copy of the notification will be sent to the Union office. An employee who has received notification and who will be laid off/unemployed shall have the right, from the date of notification, to utilize placement rights according to this Article.

Section 8. Notice of recall to an employee shall be made by certified mail to the last known address of such employee. A copy shall be forwarded to the Union. If undeliverable, the University's obligation shall be considered to be fulfilled. The recalled employee must notify the University within seven (7) calendar days of the certified mailing of the notice of recall of her intention to return to work. The date for returning to work shall be no more than two (2) weeks from the date the recall is accepted. Failure to return from layoff shall subject the employee to termination of service. For purposes of recall, it shall be the employee's responsibility to have a current address on file with the Employment Services Division of Human Resources.

Section 9. The recall of bargaining unit employees laid off or reduced to a lower classification shall be in reverse order of layoff or reduction in classification within the administrative area and FTE grouping from which the employee was laid off or reduced. Bargaining unit employees shall be recalled prior to the hiring or placement of any employee in the same classification or lower in that series within the administrative area and FTE grouping. In addition, a bargaining unit employee who is unemployed as a result of layoff will be recalled to any vacancy within the same classification or lower in that series within the FTE grouping from which the employee was laid off, bargaining unit-wide. Employees recalled from layoff shall not undergo a probationary period. Employees who are placed in, displaced to, or recalled to a position with a lower FTE level shall retain recall rights back to their original FTE level.

Section 10. Bargaining unit employees laid off shall be placed on the classification recall list according to their seniority for a period not to exceed eighteen (18) months. A copy of the recall list shall be sent to the Union office.

Any employee accepting recall to the same classification and FTE level from which the layoff or displacement initially occurred, or declining recall to the same classification or classification series and FTE level from which the layoff or displacement initially occurred or declining a position offered pursuant to Section 15 of this Article, shall be removed from the layoff /recall list.

Section 11. Seniority shall be as defined in Article 11.

Section 12. Employees covered by this Agreement are also covered by the applicable provisions of unemployment compensation laws of the Federal Government and the State of Ohio.

Section 13. A bargaining unit member may have the option to take a voluntary layoff with recall rights for eighteen (18) months in lieu of displacing another bargaining unit member. In such situations, the employee will be considered laid off for the purpose of unemployment compensation eligibility.

Section 14. The President of the Union-UC Chapter, shall be given superseniority with respect to layoffs only. The President shall retain the position held at the time of a layoff so long as there is work to be performed in that unit. If the unit is closed, the employee shall be assigned to bargaining unit work which the employee is qualified to perform. If there is no bargaining unit work which the employee is qualified to perform, the employee shall be laid off in accordance with the provisions of this Article.

Section 15. Employees on layoff status will be notified when an examination is to be held to create or renew a bargaining unit eligibility list in classifications other than those to which the laid off employees are subject to recall. If qualified, such employees shall be permitted to take exams during the entire period of their layoff/recall eligibility. Employees will be ranked on the eligibility list according to the score received on the examination within their FTE grouping. Laid off employees shall be recalled to these additional classifications in their current or any lower pay grade in the order of their test scores, with the highest scoring laid off employee placed first, in the highest pay grade for which they are eligible, and so on down for each eligibility list with all laid off employees placed prior to any other, within the FTE grouping. In addition to the above, bargaining unit members who are on layoff and are unemployed, will be placed by test score order to openings occurring in classifications for which they hold eligibility listing, bargaining unit-wide. Employees recalled to a different classification pursuant to this paragraph shall serve a six-month probationary period. If an employee fails probation, the employee returns to the recall list.

Section 16. Employees shall be recalled at the relative rate of pay they would have received had they continued to work. Employees recalled to a lateral position within the same pay grade or to a lower classification and pay grade shall have their pay determined by the provisions of the Compensation Section of Article 11, Filling of Vacancies.

Section 17. Employees who are laid off may accept temporary assignments pursuant to the terms of the Memorandum of Understanding - Temporary Employees.

Section 18. If a position has been abolished, that position may not be recreated for at least one year unless there is a documented change in financial circumstances.

Article 13 **Evaluations**

Section 1. Employees shall be evaluated annually, on the employee's anniversary date of hire or promotion, and at the midpoint of probation, and prior to the conclusion of probation.

Section 2. Establishing goals/standards and objectives is to be a joint activity between supervisors and employees with a emphasis placed upon reaching mutual agreements regarding standards necessary to achieve goals. Modifications may be made throughout the evaluation period under consideration as necessary. The evaluation will be based on the employee's progress towards achieving the established goals/standards and objectives.

The goals/standards and objectives to be used in the evaluation shall be established at the beginning of the evaluation period and shall represent the minimal level of acceptable performance. The written goals, standards and objectives shall be maintained in the department (with a copy given to the employee).

The same general standards shall apply for all employees performing the same duties. All narrative statements shall be made in reference to job duties and established goals and standards for an employee's position.

Actual performance shall be measured and evaluated throughout the period under consideration; it should not reflect only the most recent performance of an employee.

The evaluations shall be substantiated with specific and relevant examples of an employee's performance. These shall be entered on the comment section on the form for each goal/standard and objective evaluated.

Section 3. Each employee shall be evaluated by her immediate supervisor, who shall be called the rater. If an employee has been reassigned to a new supervisor within one month of the evaluation date, the new supervisor shall consult with the previous supervisor in completing the evaluation if possible. If an employee receives approximately equal supervision from two persons, both supervisors shall cooperate and sign the evaluations. Evaluations shall be reviewed by the rater's supervisor who shall be called the reviewer. Both the rater and the reviewer shall sign the evaluation. Nothing in this Article shall prohibit a system of self-evaluation.

Section 4. The University shall make performance evaluation training available to employees and their supervisors and shall make attendance at such training an expectation of these employees and supervisors. The training shall be given by pairs of trained Labor-Management trainers who shall be given reasonable release time to give the training and to be trained as trainers.

Section 5. The supervisor shall meet with the employee to discuss the employee's performance, progress, or lack of progress, and developmental needs. The supervisor shall allow the employee at least one week to make comments on the evaluation form. If additional space is needed, an attachment may be added. After the evaluator(s) have signed the form, employees shall sign the form to acknowledge that the evaluation form was reviewed and discussed with the supervisor and that the employee received a copy of the evaluation. The employee's signature does not indicate agreement with the content of the evaluation.

Section 6. Employees' performance evaluations shall be considered as having met all goals/standards and objectives for the year, if the evaluation is not completed, signed on a timely basis, and returned to Human Resources Records for inclusion in a central file within 30 days after the employee's anniversary date of hire or promotion. Written goals, standards and objectives for the next evaluation period should be established between the employee and supervisor within sixty (60) days of the employee's anniversary date.

If due to extenuating circumstances, it is not possible to perform the evaluation on a timely basis, an untimely evaluation shall be included in the Personnel file as a reflection of an employee's performance. Extenuating circumstances are as follows:

- A. Extended absence of the employee or supervisor beyond the filing deadline.
- B. The resignation of a supervisor and the subsequent hiring of a new supervisor who has not had sufficient time to properly evaluate the employees.

Section 7. Employees may make written statements regarding their evaluations and the setting of goals/objectives and standards which shall become a part of the evaluation form.

Employees who determine that the goals/standards and objectives have not been established in accordance with the performance evaluation procedure, shall have a right to file a grievance up to and including Step 3 of the grievance procedure.

Probationary employees do not have the right to appeal (grieve) their performance evaluations.

Section 8. Evaluations shall not be used in determining the order of layoff or recall or to establish eligibility lists for filling of vacancies. Further, evaluations shall not be considered as corrective actions.

Section 9. Allegations that an evaluation was not performed under the procedures in this article are subject to the grievance procedure. The standard remedy in these situations shall be that the evaluations shall be re-done following the appropriate procedures. In those cases where the standard remedy is applied, the revised evaluation shall then replace the grieved evaluation in the employee's Personnel Record.

Article 14

Classification and Compensation

Section 1. The following language is intended to supersede all provisions applicable to public employees in the Ohio Revised Code and/or the Rules of the Ohio Department of Administrative Services relative to classifications. Employees will be paid in accordance with the classification and pay plan set forth in this Agreement.

Section 2. It is the responsibility of the University to establish and maintain a system of classification specifications and concurrent wage and salary programs for the positions covered by this Agreement. Classification specifications will be prepared for each position covered by this Agreement, and these specifications will be maintained and updated as required by the University. Positions covered by this Agreement will be classified in accordance with their duties, skills and qualifications. Positions will be assigned to appropriate wage ranges in accordance with the position classification. All current authorized bargaining unit classifications and corresponding pay grades are found in Appendix 1.

Classifications consisting of like jobs will be placed into a series for purposes of provisions of Articles 11 and 12. The current authorized classification series are found in Appendix 3.

In the event the University changes the specification of a classification, or creates a new classification, it shall immediately notify the Union. If the Union believes that the specification changes merit a change in pay grade, or disagrees with the pay grade assigned to a new classification, it shall so notify the University, and the parties shall meet to negotiate the classification's placement in a pay grade. If the parties are unable to reach agreement, the matter may be arbitrated, pursuant to Article 10. The University shall not reduce a classification's pay grade without the Union's agreement. The University may establish new classifications whose duties, skills and qualifications are different from an existing classification.

In the event the University embarks on restructuring the entire job classification structure, the Union will be kept apprised of the status of the restructuring process and consulted as appropriate. If a final proposal is arrived at, it will be submitted to the Union and negotiations will be reopened on the subject of the job classification structure only.

Section 3. In conducting a job classification review, a position description questionnaire (PDQ) is used to collect sufficient information about the position duties, responsibilities, and qualifications in order that an appropriate assignment of a classification and corresponding paygrade can be made by Human Resources. Under certain conditions, an on-site audit may be necessary.

Section 4. Requests to reclassify a position should be based on a belief that duties, responsibilities, or qualifications of a position are such that it is inappropriately classified. No reclassification request will be reviewed within one year of the last review for the same position, except by mutual agreement of the University and the Union, unless the position's duties, responsibilities, or qualifications have changed. In addition, an employee who has changed positions may request a classification review if the employee believes that the new position's duties, responsibilities, or qualifications are such that it is inappropriately classified, provided the employee has completed the probationary period in the new position.

Reclassification requests shall be made as follows:

- a. The requesting party shall complete a PDQ and submit it to the supervisor, who will then submit the PDQ through supervisory channels to the Office of Human Resources. The supervisor shall ensure that the PDQ is submitted to Human Resources, with appropriate signatures, within 30 days of its submission to the supervisor. Upon receipt of the PDQ in the Office of Human Resources, confirmation shall be sent to the employee which includes the date the PDQ was submitted to the supervisor and the date it was received by the Office of Human Resources.
- b. The Office of Human Resources shall notify the employee's supervisor in writing of the classification and pay grade determination, including the reason for determination. A copy shall be sent to the incumbent and the Union. The Office of Human Resources shall make every effort to respond within ninety (90) days of the employee's submission of the PDQ to the supervisor.
- c. In the event the employee has not received the determination within one-hundred twenty (120) days of the submission of the PDQ, the employee may submit the matter to the Joint Classification Appeals Committee. The Joint Classification Appeals Committee will consist of five employee representatives of the Union and five representatives of the University. The Committee shall be co-chaired by an employee representative of the Union and a representative of the University. The JCAC may recommend to the Director, Compensation that a new classification be created at a certain pay grade if the JCAC believes there is no suitable placement in the current classification system. The Director, Compensation may accept or reject the recommendation of the JCAC. If the Director, Compensation rejects the recommendation of the JCAC, the incumbent may appeal the determination to the Hearing Officer in accordance with Section 4(e) of this Article.

If the determination is made by the Office of Human Resources is timely and if the incumbent disagrees with the determination of the Office of Human Resources the employee may, within fifteen (15) working days of the date of determination, appeal to the Joint Classification Appeals Committee. The review shall be by two employee representatives of the Union and two representatives of the University, and shall be based on all documentation provided during the audit, as well as any additional information provided with the appeals and employee and supervisor testimony, if requested. The Committee's reviewers shall meet monthly during normal working hours, and shall be paid for time spent in these meetings. and in preparation for meetings. The JCAC may recommend to the Director, Compensation that a new classification be created at a certain pay grade if the JCAC believes there is no suitable placement in the current classification system. The Director, Compensation may accept or reject the recommendation of the JCAC. If the Director, Compensation rejects the recommendation of the JCAC, the incumbent may appeal the determination to the Hearing Officer in accordance with Section 4(e) of this Article.

- d. The Joint Classification Appeals Committee shall notify the incumbent and supervisor of its determination within (fifteen) 15 working days of the Committee's meeting. If unable to reach a majority determination, the Committee shall so notify the incumbent and supervisor.
- e. If the Union wishes to appeal the determination of the Joint Classification Appeals Committee matter further, it may appeal to the Classification Review Hearing Officer within twenty (20) working days of the Committee's decision. The Hearing Officer, who shall have expertise in classification and compensation systems, shall be jointly selected by the

parties within thirty (30) days of the ratification of this Agreement, and shall serve for the duration of this Agreement unless terminated earlier by written notice from either party to the other. If terminated, the parties shall jointly select a replacement within thirty (30) days. The Hearing Officer shall hold hearings on a quarterly basis to hear all pending appeals, unless there are no appeals to hear. The Office of Human Resources shall submit all documentation which was submitted to the Joint Classification Appeals Committee to the Hearing Officer prior to the date of the hearing. The Hearing Officer shall endeavor to hold multiple hearings each day, and shall issue the decision, which shall be final and binding, within thirty (30) days of the hearing. The Hearing Officer shall have no authority to alter the terms and conditions of this Agreement, except that if the JCAC has made a recommendation in accordance with Section 4(b) or 4(c) of this Article, the hearing officer shall have the authority to order that the recommendation be implemented. Employees may be represented at Classification Review Hearings, and shall be released from work with no loss of pay. The Hearing Officer's fees and expenses shall be shared equally by the parties.

- f. In the case of new or a reclassified vacant position, the classification determination made by the Office of Human Resources is final. However, once the position has been filled and the incumbent satisfactorily completes probation, the employee may request a review according to the procedure outlined in this section. If the request for review results in a change in classification, the effective date of the change shall be the later of the date the incumbent filled the position or the date the incumbent assumed the duties, provided the incumbent requests the review within sixty (60) days of the completion of the probationary period.

Section 5. If the University determines that a newly created or reclassified position shares a community of interest with the bargaining unit, the University shall designate the position as a bargaining unit position. Otherwise, the position shall be outside the bargaining unit. If the Union disagrees with the University's determination, the matter may be appealed to the State Employment Relations Board for unit clarification.

Section 6. If the incumbent's position is reclassified, the following salary adjustment shall be made:

- a. If the position is reclassified to a higher paygrade, the incumbent's salary shall be increased 10% or the after probation rate of the new classification, whichever is higher. However, the salary shall not be increased beyond the maximum of the new paygrade.
- b. If the position is reclassified to a classification within the same pay grade, no salary adjustment shall be made.
- c. If the position is reclassified to a lower pay grade, the base rate of pay shall not be reduced unless it is over the maximum for the range, but any applicable longevity supplement shall be reduced appropriately.
- d. The effective date of the reclassification and any accompanying salary adjustment shall be the beginning of the pay period following the earlier of either the date on which the completed PDQ, with proper signatures, was received by the Office of Human Resources, or thirty (30) days following receipt of the PDQ by the employee's supervisor.

Section 7. If an incumbent is permanently assigned to and is performing the duties of a higher classification, the employee's position shall be appropriately reclassified pursuant to Section 4 of this Article.

Section 8. If there are additional duties to perform which are not being performed by an incumbent, a new position shall be created (instead of an employee reclassified) if:

- a. The additional duties would change a position so that an employee would spend 50% or more of her time performing the duties of another classification outside the classification series; or
- b. The addition of new responsibilities would result in a different classification, and more than one employee in the old classification within the work unit would be qualified to assume the new responsibilities.

Section 9. If the reclassification recommendation of the Office of Human Resources would take an incumbent out of the bargaining unit, the employee may decline the reclassification and remain in the bargaining unit in the employee's current classification.

Section 10. The University shall make all original appointments at the entry level rate of the classification pay range. If it becomes necessary to implement advance rate hiring, the Office of Human Resources reserves the right to identify market sensitive classifications which, if implemented, shall be adjusted for all bargaining unit members in the affected classification.

Section 11. Employees hired after separation will be considered as new employees for the purpose of determining pay. Employees reinstated to the same classification within one year from separation shall receive the rate of pay which would have been received had the employee not separated from service. Employees who are returned to work after layoff of no more than one year will be paid in accordance with Article 12, Layoff and Recall. Employees reinstated within thirty (30) days of separation shall suffer no break in service.

Section 12. Job Redesign. The Union and the University agree to mutually explore the concept of redesigning jobs in order to promote productivity and efficiency, and to improve employee satisfaction. Pilot projects may be considered for implementation in various departments or areas of the University. Participation in a pilot project will not commit the University to such a wages based on the pay schedule in this Agreement.

Article 15

Temporary Employees/Contracting Out

Section 1. It is recognized that the University of Cincinnati has statutory and charter rights and obligations in contracting for matters relating to its operations. The right of subcontracting is vested in the University. The University will endeavor not to layoff bargaining unit employees who have completed the probationary period because of the exercise of its contracting and subcontracting rights. Such layoffs, if any, will not exceed an average of 1% of the current size of the bargaining unit per year over the term of the contract. It shall not be considered a layoff if the employee is transferred or given other duties at the same pay.

Section 2. Whenever practical, the University shall utilize University employees. However, the University may temporarily utilize the services of contractors for up to one year. Such use of temporary contractors shall not be considered subcontracting, subject to Section 1 above. Temporary contractors/temporary employees may be used in the following situations:

- A. For the performance of extra work required at workload peaks.
- B. As replacements for employees on leaves of absence (including illness) or for employees who are replacing employees on leaves of absence for the duration of the leave of absence, (which may be longer than one year) provided that if the period of replacement continues past one year, the replaced employee has the right to return to the same position.

- C. To hold vacant a position in anticipation of a job abolishment or other reorganization.
- D. In the interim period while a vacant position is being filled.
- E. Other circumstances of a temporary nature. If the Union disagrees with the University about the temporary nature of the circumstances, the matter may be grieved.

Section 3. Temporary employees may be appointed in classifications for which they have qualified by passing an examination. A temporary appointment may not exceed one year.

Section 4. Temporary employees may be terminated at any time without recourse to the Grievance Procedure, except for allegations of discrimination in violation of this Agreement. Temporary employees accrue sick leave, receive holiday pay for hours they would have been scheduled to work, and receive no other benefits. Temporary employees shall be paid wage rates not less than those specified in this Agreement.

Section 5. Temporary employees are not eligible for promotion, transfer, or reinstatement. If a temporary employee is appointed to a permanent position, she shall be treated as a new hire for purposes of a probationary period, seniority and service/ waiting requirements for benefit eligibility, including vacation accrual.

Section 6. The provisions of this Article place no restraints and have no impact on the University's right or decision to stop performing any function or to shift work among affiliated organizations. The University will exercise good faith in defining and creating organizations as affiliates within the meaning of this section.

Article 16

Hours, Schedules, Overtime, and Compensatory Time

Section 1. The regular work week shall consist of forty (40) working hours and a maximum of five (5) days per calendar week. For employees working at University Hospital, the work week shall begin at 11:00 p.m. each Saturday. For all other employees, the work week shall begin at 12:01 a.m. on Sunday. The pattern of scheduling (including shift assignment, weekend scheduling, and holiday scheduling) shall be determined by the University, except as limited by this Agreement and applicable state and federal laws.

Section 2. The rate of one-and-one-half (1 1/2) times the regular rate of pay shall be paid for all hours in active pay status in excess of 40 hours in any work week for which overtime has not been previously earned. Time not worked but paid for because of a holiday, vacation, court leave, sick pay, or other compensated leave shall be considered as active pay status, and shall be counted for overtime calculations. Work performed on a holiday shall be paid at the rate of one-and-one-half (1½) times the regular rate of pay, but such work shall not be included in overtime calculations. Instead, the straight time "holiday pay" shall be used in the overtime calculation.

Section 3. For employees whose regular schedules are other than Monday through Friday, day shift, work schedules will be posted, and where possible, two week schedules will be posted a minimum of two weeks in advance. In work units where the current practice is to provide longer posting notice, this practice shall be continued unless notified in advance that the posting practices will change due to a change in operations needs that necessitates shorter notice. Before a change in the schedule of any employee is made, seventy-two (72) hours notice will be given, unless such notice is not possible.

Section 4. If an employee is unable to take scheduled lunch break away from the desk or duty station, the employee must notify the supervisor (or if absent, the appropriate person in the chain of command) prior to the time of the scheduled lunch break. The supervisor shall attempt to arrange lunch coverage. In the event a supervisor cannot arrange coverage, the time worked shall be approved.

Section 5. There shall be a minimum of a one-half hour lunch period without pay for all regularly scheduled employees, unless otherwise agreed to by the employee and the University. This lunch period shall be scheduled as close to the middle of the work shift as possible.

Section 6. The University has the right to mandate overtime, when necessary to meet operational needs. Management will first attempt to seek volunteers for overtime, offering the overtime on a rotational basis to employees within the work unit whose duties normally include such work, prior to assigning mandatory overtime. Mandatory overtime shall be assigned in a fair and equitable manner.

Section 7. The overtime calculation shall be based on the regular rate of pay and all other pay supplements.

Section 8. If an employee holds more than one appointment, at least one of which is in the bargaining unit, except additional appointments as college instructors or academic advisors (e.g., Evening College, etc.) the hours in active pay status from the appointment shall be combined in order to determine eligibility for overtime pay, and other benefits, including but not limited to health insurance, vacation, sick time, holidays and tuition remission, notwithstanding any other provision of this agreement.

Section 9. Whenever an employee is called in to work at a time other than the regular work schedule, thereby necessitating additional travel to and from work, the employee shall be guaranteed four hours call-back pay at the straight rate of pay or the appropriate overtime pay for the actual hours worked, whichever results in the greater financial advantage for the employee. It is understood that any work performed prior to the start of the regular shift or following the end of the regular shift (so that no extra travel to and from work is required) will be paid at the appropriate overtime rate, if the total hours worked in the work week exceed forty (40) hours.

Section 10. The employee may elect to accrue compensatory time off in lieu of overtime pay at the appropriate conversion rate in this article. Compensatory time may be taken at a time mutually convenient to the employee and her supervisor within 180 days after such overtime is worked. If compensatory time cannot be taken within the time specified above, such accumulated time will be paid to the employee at the appropriate conversion rate at the employee's regular pay rate, including all pay supplements, at the time of payment. When an employee is promoted or reclassified to a position which is ineligible for compensatory time, transferred to another (large) department, or terminated, all compensatory time accrued will be paid at the appropriate conversion rate.

Section 11. Any overtime or premium pay set out in this Agreement shall not be pyramided.

Section 12. If a (small) department has required employees within the same classification to start work at different times (i.e., one Data Entry Operator 2 is required to start at 7 a.m.; another at 9 a.m.), and one or more positions become vacant, a (small) department employee shall have the right to fill a vacant position of the same classification and thus change working hours, by making a written request to the (small) Department Head no later than five days subsequent to the vacancy. If more than one employee makes such a request, the employee who first began working in that (small) department shall be selected.

Section 13. Employees who regularly work Monday through Friday on the day shift shall not be reassigned to other shifts or weekend work, without first attempting to resolve the problem by mutual agreement. If mutual agreement is not possible, management has the right to mandate the shift change by assigning it to the least senior employee with the same classification within the (small) department.

Article 17

Part-Time Employment and Alternative Work Schedules

Section 1. An employee may be appointed to a part-time or alternative work schedule (previously known as Voluntary Reduced Work Week, Flex-Year and 10-month appointments) in which the annually

scheduled hours of work are less than the full-time schedule of 2,080 hours. Such an employee will be considered permanent, part-time.

Section 2. A full-time employee may reduce her schedule to a part-time schedule for a specified period of time, by mutual agreement with her supervisor or department head, and may resume a full-time schedule at the conclusion of the mutually agreed upon period of time.

In the event a department requires a schedule reduction, the provisions of Article 12 shall apply unless there is mutual agreement between the employee and her supervisor or department head.

Section 3. FTE Calculation. The full-time equivalent (FTE) for any permanent part-time employee, including those with alternative schedules, will be calculated by dividing the annually scheduled hour by 2080.

Section 4. Benefits for Permanent, Part-time Employees.

- A. Non-salary based insurance benefits (medical, dental, dependent life and personal accident insurance), shall be made available to permanent, part-time employees at 80% FTE or greater on the same basis as full-time employees.
- B. Salary-based insurance benefits (employee life and long-term disability insurance) shall be made available to permanent, part-time employees at 80% or greater on the same basis as full-time employees, with coverage prorated based on FTE level.
- C. Employee and dependent tuition remission benefits shall be made available to permanent, part-time employees at 80% FTE or greater on the same basis as full-time employees.
- D. Vacation accrual shall be made available for permanent part-time employees 80% FTE or greater on the same basis as full-time employees, date of most recent hire on or after 7/1/77 (Vacation Plan 04), with accrual levels prorated based on FTE.

Article 18
Training and Employee Development

Section 1. As part of the employee performance evaluation and future training agreed to by the employee and the supervisor, the employee may request time off with pay during regularly scheduled work hours to attend in-house and other training programs which will help the employee improve work performance or contribute to the employee's professional or personal development. Supervisors are encouraged to approve such requests after considering the needs of the workplace in addition to the needs of the employee. The employee must obtain the supervisor's approval before enrolling in a training program. A supervisor may cancel a previously approved request to attend in-house training should the needs of the workplace make it necessary. The supervisor should make a reasonable effort to allow the employee to re-register for another session of the requested program.

Section 2. The Labor/Management Committee shall review training and development needs of the bargaining unit. The Committee shall make recommendations on training programs designed to enhance promotional opportunities for employees within the bargaining unit. Such recommendations of the Committee shall be implemented upon mutual agreement by the Union and the University.

Section 3. When new or updated technology is introduced on the job, employees shall be given training on the use of such technology as deemed necessary and appropriate by the department head, including, where practicable, designated time at the work station away from regular job duties to learn tutorial programs.

Article 19

Holidays

Section 1. Employees are entitled to ten (10) paid holidays. They are:

New Year's Day
Martin Luther King Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Working Day Before or After Christmas

Section 2. In the event a holiday falls on a Saturday, it shall be observed on the preceding Friday. In the event a holiday falls on a Sunday, it shall be observed the following Monday.

Section 3. Holiday pay is defined as straight time payment for a holiday whether worked or not. Holiday pay is included in calculations of active pay status. Work performed on a holiday shall be paid in accordance with Hours and Overtime, Article 16, Sections 2 and 10.

Section 4. In order to receive holiday pay for a holiday not worked, an employee must be in active pay status on the workday immediately preceding and immediately following a holiday, unless one of these days is an authorized leave without pay. The length of the authorized leave without pay may not exceed one day. The University may require proof of illness occurring the day before or after a holiday, if there is a reasonable doubt as to the validity of the illness.

Section 5. Full time employees shall receive eight hours of holiday pay regardless of the number of hours they would normally have been scheduled to work on that day.

Section 6. Holiday pay for part time employees is paid for that portion of the holiday for which the employee would be normally scheduled to work.

Article 20

Vacations

Section 1. The following employees are eligible for vacation benefits:
All permanent full-time employees (80% FTE or greater); and permanent part-time employees (50% FTE or greater with most recent hire date of 7/1/77 or before.

Eligible employees may use accrued vacation after completion of six months of service, based on the following table. For purposes of determining the rate of vacation accrual, full or part time service with any state agency or political subdivision of the State of Ohio is accepted. A year of service is considered as twenty-six biweekly pay periods. The employee begins to earn the higher rate of vacation accrual at the beginning of the pay period which includes the date of completion of the appropriate number of years of service.

Section 2. If a University holiday falls within an employee's scheduled vacation, regardless of the day of the week it occurs, the employee shall not be charged vacation time for the day the holiday is observed.

Section 3. The maximum accrual is three years' credit. Employees shall forfeit their right to take or to be paid for any vacation leave to their credit which is in excess of the accrual for three years. Such excess leave shall be eliminated from the employee's leave balance. The University will advise the employee when approaching maximum accrual.

Section 4. Vacations of bargaining unit employees shall be scheduled by the immediate supervisor/department head in accordance with the needs of the (small) department. The following procedures shall be observed:

- A. If possible, employees shall submit in writing vacation requests of 3 days or more to their immediate supervisor at least one month in advance of the first working day of the intended vacation. Whenever possible, vacation requests of two days or less should be made at least 72 hours in advance of the absence.
- B. Upon receipt of the written request for vacation, the immediate supervisor/department head shall stamp the request with the day the request was received. She shall respond to the vacation request as promptly as possible but not later than ten (10) working days from the date the vacation request was received. A copy of the date-stamped vacation request shall be attached to the supervisor/department head's response.
- C. Vacation requests shall be processed upon receipt by the supervisor in accordance with Section 4(B) on a first-come, first-served basis.
- D. In the case of two or more conflicting unprocessed vacation requests, the requests of the employee(s) with the most (small) departmental seniority shall receive priority.

Section 5. Upon separation from the University or death, an employee or her estate shall be paid for any accrued but unused vacation not in excess of the maximum accrual allowed. This payment is made at the employee's current rate of pay. No payment for unused vacation shall be made to an employee having less than six months of University service.

Section 6. Vacation shall be accrued as follows:

LENGTH OF SERVICE	ACCRUED VACATION (per year) days hrs	ACCRUAL PER PAY PERIOD (hours)	MAXIMUM ACCRUAL (maximum) Days hrs
< than .5	No vacation	3.08	10 (80)
.5 but < than 8	10 (80)	3.08	30 (240)
8 but < than 15	15 (120)	4.62 (1 time +40.04)	45 (360)
15 but < 25	20 (160)	6.16 (1 time+ 40.04)	60 (480)
25+	25 (200)	7.70 (1 time+ 40.04)	75 (600)

Employees whose accrual rates are different than those in this Agreement shall continue to accrue vacation at the greater rate as listed in Appendix 6. Where permanent part-time accrual is grandfathered, it is on a pro-rated basis (based on FTE).

Article 21
Sick Leave

Section 1. Accrual.

- A. All bargaining unit employees accrue sick leave at a rate of 4.6 hours for every eighty hours in active pay status.
- B. Time in active pay status includes paid vacation, overtime compensatory time, automatic holiday pay, and paid sick leave but does not include time on leave of absence without pay or layoff.
- C. An employee who transfers from employment with the State of Ohio or any political subdivision of the State of Ohio shall be credited with the unused balance of accumulated sick leave, upon verification from the agency.
 - 1. The employee is responsible for obtaining verification of sick leave accrual with another state agency.
 - 2. Written verification must be provided to the Office of Human Resources.
- D. The previously accumulated sick leave of an employee who has been separated from state service shall be credited to the employee upon reemployment in state service, provided that such reemployment takes place within ten years of the date on which the employee was last terminated from public service.
- E. Unused sick leave may accrue without limitation.

Section 2. Usage.

- A. All uses of sick leave must be approved by the responsible administrator.
- B. Sick leave may be used as accrued in the following instances:
 - 1. Illness or injury to the employee.
 - 2. Death of a member of the employee's immediate family (sick leave usage limited to five working days). The employee's "immediate family" is defined as:
 - Grandparents
 - Brother, Sister
 - Brother-in-law, Sister-in-law
 - Daughter-in-law, Son-in-law
 - Father, Mother
 - Mother-in-law, Father-in-law
 - Spouse
 - Child
 - Grandchild
 - Legal Guardian or other person who stands in place of parent (in Loco Parentis)
 - 3. Medical, dental or optical examination or treatment of the employee or a member of the employee's immediate family.
 - 4. If a member of the employee's immediate family is afflicted with a contagious disease, illness, or injury, and requires the care and attendance of the employee which can reasonably be accommodated only by the employee.
 - 5. When, through exposure to a contagious disease, the presence of the employee at the job would jeopardize the health of others as determined by University Health Services.
 - 6. Disability due to pregnancy.
- C. In the case of an extended illness exceeding five (5) consecutive workdays, the employee is required to report additional absences to the immediate supervisor or other designated person. The policy for notification is as follows:
 - 1. In cases where institutionalization or hospitalization is required, the employee shall be responsible for notifying the immediate supervisor or other designated person upon admission and upon discharge.
 - 2. In cases where convalescence is required at home, the employee must notify the immediate supervisor or other designated person upon start and upon termination of convalescent period.
- D. An employee who becomes ill or who is injured while on duty must receive permission from the supervisor or the designated representative before leaving the job.
- E. When an employee leaves work early because of illness or injury, sick leave is charged for only the amount of time actually not working.

- F. If an employee uses sick leave for a period exceeding the employee's accumulated sick leave, the employee is placed on a medical leave of absence without pay.
- G. Sick leave is normally charged in minimum units of one hour.

Section 3. Medical Documentation.

- A. If medical attention is required while an employee is absent on sick leave or medical leave, a certificate from a licensed physician stating the nature of the illness shall be required to justify the use of the leave.
- B. An employee using sick leave or medical leave and who is off work for five or more consecutive work days may be required to be seen by University Health Services before returning to work.
- C. All employees in the health care areas and certain other designated classifications must be seen by the appropriate health care physician before returning to work.
- D. In the case of extended illness, injury or pregnancy-related condition which exceeds five consecutive work days, a physician's statement specifying the employee's inability to work and the probable date of recovery shall be required. At the time of return a certificate from the attending physician stating the employee is able to resume all work duties must be provided. This certificate must be presented to the supervisor before the employee begins work.
- E. If five consecutive work days of sick leave are used to care for a member of the immediate family, a certificate from a licensed physician stating the nature of the condition and the necessity for the employee's presence for care shall be required to justify the use of sick leave.

Section 4. Notification.

- A. When an employee is unable to report to work, the employee must notify the immediate supervisor or other designated person not later than one-half hour following the time the employee is scheduled to report to work on the first day of absence and each day thereafter.
- B. When an employee's duties must be continuously performed, resulting in shifts, and the employee is unable to report for work, the employee must notify the immediate supervisor or other designated person no less than two hours before the time scheduled to report to work on the first day of absence and each day thereafter.
- C. Failure to notify the immediate supervisor within the specified time period shall result in absence without authorized leave.
- D. Employees failing to comply with sick leave and/or medical leave notification policy and procedure will not be paid and shall be subject to discipline.

Section 5. Death or Retirement.

- A. Unused sick leave may be converted to cash upon death or retirement. The conversion shall be one-quarter of a maximum of one hundred-twenty (120) calendar days with 10 years of service as provided in current University policy. For employees hired prior to 7-1-77 and who retire or die with 25 years of continuous service or more, the sick leave conversion will be one-half of a maximum of 120 calendar days.

Section 6. Proper Use.

- A. Use of sick leave for purposes not listed in this Article or misrepresentation or fraud will constitute just cause for discipline.
- B. The Union and the University recognize that good attendance is essential to the efficient and effective operation of the University. Both parties agree to work together to reduce excessive absenteeism and take appropriate action to correct sick leave abuse.

Article 22 Other Leaves

Section 1. Professionally-Related Meetings or Events. Employees may request time off with pay to attend professionally-related meetings or events. Time off with pay is subject to the approval of the immediate supervisor. The employee must request the release time in advance of the meeting or event. The supervisor may require that the employee indicate the nature of the meeting or event and may ask the employee to prioritize requests.

Section 2. Enrollment in Classes During Working Hours. Employees may be permitted to attend academic courses during their scheduled working hours, with the approval of the administrative unit head, dean, or vice president to whom they report. Time spent attending such courses shall be unpaid and in addition to an employee's regularly scheduled work week. All individuals enrolled in courses during scheduled working hours are expected to fulfill their assigned responsibilities and obligations.

Section 3. Religious Holidays. Employees may be permitted to observe religious holidays which are not included within the ten paid holidays observed by the University, unless departmental functions are unreasonably affected by such observances. Employees must request of the immediate supervisor all time off for such holidays at least one week in advance of the date the holiday is to be observed. Such time off must be reported on the Time Off from Work Form. Employees must charge the observance of such holidays to compensatory time, paid vacation, or leave of absence without pay, in that order.

Section 4. Personal Leave of Absence Without Pay - General.

- A. An employee may be granted a leave of absence without pay, such to approval of the appropriate administrator and Office of Human Resources. All accrued vacation must be taken before a leave of absence without pay may be approved except as otherwise specified in this agreement.
- B. Leave of absence without pay may be granted to bargaining unit employees for a maximum period of six months for personal reasons. Such leaves of absence may not be granted or extended beyond that period. All requests for leave of absence without pay must be made in writing to the employee's supervisor.
- C. All compensatory time must be exhausted before a personal leave without pay will be granted.
- D. An employee does not accrue sick leave or vacation credits during a leave of absence without pay. An employee shall not receive pay for holidays which fall within the period of the leave of absence without pay.
- E. Upon completion of a leave of absence without pay, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists.
- F. Any person appointed to the position while an employee is on leave of absence without pay is to be appointed on a temporary basis for the duration of the leave only.

G. Credit for length of service and for benefits status granted prior to going on leave is retained by the employee upon return. The employee is eligible to receive any increases which would have accrued if the employee had been on the job.

H. Full-time employees shall be granted up to and at least twelve (12) weeks of leave for care of a seriously ill family member as defined by the Family and Medical Leave Act. Part-time employees shall be granted leave for care of seriously ill family member(s) on a pro-rata basis. The employee shall use all accrued sick leave and vacation time before going on an unpaid leave. Medical benefits and seniority shall be retained during this period provided that the employee continues to make required contributions.

Section 5. Leave for Childbirth, Childrearing, and Adoption. Upon submission to the supervisor of appropriate documentation, employees shall be granted a leave of absence for up to twelve (12) weeks under the terms and conditions set forth in the Family and Medical Leave Act in connection with the birth or adoption of a child, and may receive up to six (6) months for purposes of preparation for childbirth, attending childbirth, childrearing following childbirth, adoptions or placement and care of foster children into the home. Where both spouses are employees of the University, the leave of absence granted under the terms of the Family Medical Leave Act is limited to an aggregate of twelve (12) weeks. It is not necessary for an employee to first utilize all accrued vacation for such a leave. Employees may use accrued sick leave for purposes of attending childbirth in the immediate family. Maternity leave necessary due to pregnancy or childbirth-related disability is covered under Article 21, Sick Leave. Part-time employees shall be covered on a pro-rata basis.

The decision to grant this leave beyond twelve (12) weeks shall be based on the operational needs of the (small) department. Leaves shall be granted for the duration requested (up to six (6) months) unless the operational needs of the department necessitate denial. Requests for this leave shall not be unreasonably denied.

Section 6. Educational Leave. Upon approval of the supervisor, leave without pay may be granted for a period of one year for purposes of education, training, or specialized experience which would be of benefit to the University by improving performance at any level. An extension of the leave may be granted for a period not to exceed one additional year. Any employee must have completed a minimum of one year in a full-time capacity at the University of Cincinnati before being eligible for an educational leave. All rules regarding leave of absence without pay (except duration) remain in effect during an educational leave without pay.

Section 7. Union Leave. At the request of a Labor Union official, a leave of absence without pay for no more than a ten (10) day period shall be granted to any employee selected for a union office, employed by the Union, or required to attend a Union convention or perform any other function on behalf of the Union necessitating a suspension of active employment. The Union shall submit a written notice for union leave to the Director of Employee and Labor Relations at least ten (10) working days in advance of the leave. Every effort will be made by the Union to give as much advance notice as possible. If such ten (10) days notice cannot be given, every effort will be made to release such employees. It is understood that a maximum of twelve (12) employees will be granted such leaves per year. It is further understood that an individual employee will be granted a maximum of ten (10) days leave per year. Also, no two employees requesting Union leave at the same time will work for the same (large) department.

A leave of absence for not more than one (1) year without pay will be granted to one employee to work in the Union Office at the request of a Union official.

Union leaves that are unused at the end of any year shall not be carried forward or added to the leaves available in the next year.

If Employee and Labor Relations has concerns about the Union leave, they shall raise the issue with the Union.

Section 8. Medical Leave. If an employee's physical disability continues beyond the time covered by accumulated sick leave, the employee shall be granted a medical leave of absence without pay for a maximum period of six (6) months per rolling twelve (12) month period. Such leave need not be continuous. The employee shall provide evidence to the supervisor as to inability to work and the probable date of return. At the time of return the employee must provide a certificate from the attending physician stating the employee is able to resume all work duties. The employee must present the certificate to the supervisor before the employee begins work. An employee who is off work due to a medical leave shall be required to be seen by University Health Services before returning to work. Upon showing that the employee has recovered from the disability, the employee shall be returned to the same position the employee held prior to the medical leave of absence. If the same position no longer exists, the employee shall be returned to a similar position. Prior to going on medical leave, the employee may elect to utilize any or all accrued vacation leave. Such election by the employee shall be irrevocable.

Section 9. Disability Leave. An unpaid disability leave of up to eighteen (18) months shall be granted to an employee whose disability extends beyond the six-month unpaid medical leave of absence. However, an unpaid disability leave of up to twenty-four (24) months shall be granted instead of a medical leave if there is no evidence of the probable date of the employee's return to work. The University shall require that a physical examination be conducted by a licensed physician designated by University Health Services when an employee is to go on disability leave. The cost of this examination shall be paid by the University. This requirement may be waived if the employee is hospitalized or institutionalized at the time of request for disability leave. At the time of return the employee must provide a certificate from the attending physician stating the employee is able to resume all work duties. The employee must present the certificate to the supervisor before the employee begins work. An employee who is off work due to a disability leave shall be required to be seen by University Health Services before returning to work. An employee who has been on disability leave shall have the right to be returned to work to the same or similar position held at the time of the leave within thirty (30) days after written application for return to work provided that a vacancy exists in the employee's classification. The employee may also request a position in a lower or dissimilar classification, and such vacancy shall be offered when a vacancy occurs as long as the employee is qualified to perform the work. The employee may be required to take an examination to demonstrate her qualifications and such examination shall be provided. If none exists, the employee will be laid off and eligible for recall pursuant to Article 12. Application for reinstatement must be filed within eighteen (18) months of the effective date of the unpaid disability leave or within twenty-four (24) months of the effective date of the unpaid medical leave if granted before the disability leave. In no event shall the combined total of unpaid medical and disability leaves exceed twenty-four (24) months.

Employees who are awaiting reinstatement from a disability leave may accept temporary assignments pursuant to the terms of the Memorandum of Understanding - Temporary Employees.

Section 10. Military Leave.

A. An employee ordered for pre-induction physical shall be given time with pay for the purpose by showing her order to her department head. Time taken for periodic physical for reserve status training is not paid time.

B. Employees who are members of any military reserve component of the armed forces of the United States are entitled to leave of absence without loss of pay for such time as they are in the military service on annual compulsory field training or emergency active duty for periods not to exceed thirty-one (31) days per calendar year. Additional field training for which the employee volunteers and receives orders, will not be considered time in pay status. An employee may use accrued but unused vacation time to cover such absences, if approved in advance during bulk signup. Such leave, with or without pay as appropriate, must be granted by the department head after seeing orders from the proper military authorities. Payroll must be furnished a copy of the military orders.

C. An employee who enters military service must show the supervisor the military order to active duty. Such employees should keep their money in the retirement system if they expect to return. An employee who has been employed by the University and enters military service as a draftee, or on first enlistment is entitled by law to restoration to the job held prior to the military leave if the employee reports within ninety (90) days after separation with an honorable release from active duty, or release from hospitalization due to in-service injury or illness continuing after release from active duty for a period of not more than one year. Reservists and National Guardsmen on active duty for initial training for three (3) to six (6) months have thirty-one (31) days after honorable release from training duty or discharge from hospitalization incidental to training in which to apply for restoration. This restoration must be made within thirty (30) days after the request is filed. An employee, other than a former probationary employee, shall be restored to the former title and to the salary rate that the employee would have achieved. In any event, return to work shall be consistent with Title 38, Chapter 43 of the United States Code.

An employee who enters military service during the probationary period shall be credited with days worked toward the completion of that probationary period. However, upon return from military service, the employee must complete the probationary period. The employee shall be restored to the former title, and the salary shall reflect all salary adjustments to the former rate granted during military leave. Upon completion of the probationary period, the employee will then be advanced to the salary rate that the employee would have achieved according to Section 9 of the Universal Military Training and Service Act.

Section 11. Court Appearances. Court leave shall be granted with no loss of pay to an employee for the period the employee must serve on a jury or appear in any court of the United States, State of Ohio, or political subdivision as a witness on behalf of the University. Such employee shall deposit the jury fee with the University Cashier's Office through the department.

An employee will advise the supervisor of possible jury duty or official summons at the time of receipt of the notification. Employees will honor any subpoena issued to them, including official notices for workers' compensation, unemployment compensation, and Board of Review hearings. Employees subpoenaed to appear in court for reasons other than jury duty or University business are not paid; however, their time off must be charged to compensatory time, if available. If compensatory time is not available, such time off may, at the employee's option, be charged to vacation or taken without pay. The work schedule of an employee who is required to serve as a witness on behalf of the University or Juror during off-duty hours will be changed to coincide with the hours of court responsibility.

Section 12. Employees shall be granted rights under the Family and Medical Leave Act for a rolling twelve (12) month period measured backward from the date leave is used.

Section 13. Employees shall be granted intermittent leave or reduced work scheduled for reasons and subject to the terms and conditions provided under the Family Medical Leave Act; including the requirement that appropriate medical certification must be provided in order to accommodate such a leave. Where it is not possible to accommodate an intermittent leave or reduced work schedule, employees may be transferred to another department or position at the same rate of pay and benefits until the need for leave or reduced work schedule expires.

Article 23

Labor/Management Committee

Section 1. A Labor-Management Committee shall be established which shall meet upon request of either party, but at least monthly, to discuss and resolve matters of mutual interest. The Labor-Management Committee shall develop ground rules for operation and shall have oversight and monitoring responsibility for any task force authorized by this Article. The Labor-Management Committee shall be composed of five (5) members appointed by the Union and five (5) members appointed by the University.

With advance notification and by mutual agreement, additional personnel may be invited to the committee meeting if their input is germane to the agenda. The requesting party shall submit an agenda to the other party upon requesting a meeting no less than ten (10) working days prior to the scheduled meeting. The receiving party shall add any agenda items no less than three (3) working days prior to the scheduled meeting and submit any additions to the agenda to the requesting party. Decisions made by the Labor-Management Committee, task forces and standing committees shall be made by consensus.

Section 2. Specific grievances are not a proper subject for discussion in Labor-Management meetings; the resolution of problems giving rise to grievances shall be a proper subject. Specific matters which shall be considered by the Labor-Management Committee, include, but are not limited to: health and safety, classifications, career paths, training and development, benefits, dependent care, employee participation and high departmental turnover issues. The Committee shall have no authority to modify in any way the terms of this Agreement.

Section 3. The Labor-Management Committee shall oversee the standing committees for Health and Safety and Classification Appeals. These committees shall meet as needed, upon the request of either party. These standing committees shall have responsibilities as delineated in Article 26, Section 6 and Article 14, Section 4, respectively.

The Labor-Management Committee has the authority to create ad hoc task forces and to appoint members to address matters of interest to both parties. The size of each task force will be determined by the Labor-Management Committee. Union appointments to ad hoc task forces shall be made by the Union; management appointments shall be made by the Director of Employee and Labor Relations. All Labor Management Committee task forces and standing committees shall submit a written report to the Labor-Management Committee at least quarterly which shall detail the activities of the task force and standing committee as well as the number of hours spent by the members on the issue. The Labor-Management Committee shall have the authority to disband a task force. All committee and task force meetings, to the extent possible, will be scheduled during normal working hours. Employees shall be provided with reasonable release time to attend committee and task force meetings. Appointments to and the work of the Labor-Management Committee, task forces and standing committees shall not interfere with the operational needs of any one department.

Section 4. Task forces shall make written recommendations to the Labor-Management Committee regarding a specific labor-management issue within a specified time period established by the Labor-Management Committee. After the expiration of this time period the Task Force will be disbanded unless extended by the Labor-Management Committee. Upon receipt of recommendations and/or information from a task force or standing committee, the Labor Management Committee shall review the information and/or report and determine the proper course of action. Neither party has the obligation to accept the recommendations of a task force or standing committee. Nothing in this Article is intended to add to or subtract from the parties' rights and obligations under ORC 4117.

Article 24

Workload

The University reserves the right to determine work assignments for each position. The distribution of work assignments will be made based upon consideration of classification level, employee qualifications, and organizational needs. Every effort will be made to assure a reasonable distribution of work among employees. If an employee believes that her workload is excessive and cannot resolve the issue with her immediate supervisor, the employee may refer the matter to the Grievance Procedure, pursuant to Article 10 of this agreement up through Step 2.

No personal favors/errands/work will be assigned or requested by supervisor.

Article 25

Health and Safety

Section 1. It is the responsibility of the University to provide adequately clean, safe and healthful working conditions, equipment, and work methods for its employees. It is the policy of the University to provide an environment for education, work, patient care and research which meets or exceeds applicable federal, state, and local standards. It is the policy of the University to require that all members of the University community are to use facilities and equipment in prescribed manners so as to avoid injury and health damage to themselves or others. All members of the University community share in the duty to call observed potential hazards to the attention of appropriate individuals and to specify methods known to them which will eliminate, or reduce to an acceptable level, those potential hazards. Members of the University community shall be responsible for following practices designed to minimize risk and thereby avoid harmful exposure to chemical, biological, or radiological substances, or physical, or mechanical hazards.

Section 2. The supervisor must correct unsafe conditions promptly. The supervisor must see that all safety rules and good working methods are used by all employees. It is the duty of all employees to use the safety equipment provided by their supervisor and to follow all the safety rules and safe working methods recommended for their safety.

Section 3. Report of Injury.

In the event of an on-the-job injury, the immediate supervisor must seek prompt medical attention, prepare an injury report and forward the report to the Office of Human Resources. The University physician will estimate necessary time off and report to the Office of Human Resources.

Section 4. If an employee incurs medical expenses or loses work time as a result of a work-related injury and wishes to file a workers' compensation claim, the employee should contact the Office of Human Resources for obtaining the appropriate claim application form(s). After completing the form, the employee returns it to the Office of Human Resources. Upon the request of the employee, a copy of the completed claim application form will be provided to the Union.

Section 5. During the course of employment an employee may be required to have a medical examination if the employee's work or the work of the unit is substantially affected by a condition which the supervisor reasonably believes to be medically related. Further, a medical examination may be required to determine if an employee has a transmittable disease which poses a danger to co-workers or the public. Certain employees also may be required to have a medical examination in order to satisfy medical accreditation requirements. The results of any examinations shall be shared with the employee. Close coordination with Union leadership will occur when a medical examination is being required except when such an examination is to satisfy accreditation requirements. The University shall pay the cost of any required examination if performed by a University-designated physician. Drug testing may be administered when an employee is participating in the Employee Assistance Substance Abuse program either on a voluntary basis through self-referral or on a mandatory basis as the result of disciplinary action. Prior to implementing a policy regarding other drug testing, the University shall negotiate with the Union concerning the impacts and effects of the policy on bargaining unit members.

Section 6. The Labor/Management Committee, in accordance with Article 23, shall oversee and monitor the standing committee for Health and Safety. The standing committee for Health and Safety shall consist of four representatives of the University and four employee representatives of the Union. A union staff representative may participate in meetings, but shall have no vote. The Committee shall meet to consider health and safety problems, and their solutions and to make recommendations to the Labor/Management Committee. The committee shall keep apprised of updated video display terminal worker health and safety information.

Each party shall submit a maximum of 3 agenda items to the other party one week prior to the scheduled meeting. The Committee may invite additional personnel if their input is germane to the agenda.

Section 7. As VDT equipment and furnishings are being replaced, department managers and supervisors shall follow the established University VDT Safety Guidelines in making replacement purchases. (The University policy is reproduced for informational purposes in this agreement.) Existing equipment and furnishings which do not meet the established guidelines should be evaluated by the employee to determine if modifications can be made to satisfy the elimination of ergonomic stresses. If the employee is unable to resolve the problems, the employee should discuss the matter with the supervisor, who will assess the problem and resolve it. If the supervisor is unable to resolve the problem, a referral will be made to the appropriate Health and Safety Department for evaluation and recommendations.

VDT operators who have health and safety concerns about the use of VDT equipment should bring them to the attention of their supervisor. Information and education is available through the appropriate Health and Safety offices. VDT operators who have medical concerns may discuss them with the appropriate University Health Services physicians.

Section 8. Keystroke Monitoring. The University reserves the right to monitor the quantity and quality of an employee's work. Prior to the implementation of any new automatic keystroke monitoring program, the University agrees to meet with the Union to negotiate the matter. The current minimum standards and productivity pay in the Radiology Department's Incentive Program shall remain in effect during the life of this Agreement, unless otherwise agreed to by the parties.

Section 9. Indoor Temperature. If the indoor temperature in a facility becomes unbearable, the employees may be permitted to leave work without loss of pay if approved by the appropriate area Vice-President or designee.

Article 26

Uniforms and Protective Clothing

Section 1. The University has the sole discretion to determine who will be required to wear uniforms and the type of uniforms to be worn. However, the University will notify the Union in advance of implementation of uniform requirements or changes therein, so that the Union will have an opportunity to provide input. Initial issue will be a minimum of three sets, generally consisting of some combination of slacks or skirts (at the employee's option), plus sweaters, vests or jackets if applicable. If a tie is required as a part of the uniform, the University will provide two.

If uniforms must be dry cleaned, the University will provide dry cleaning for one set per week at the University's expense. Items that are washable must be laundered by the employee. The employee is also responsible for maintenance, repair, and proper care of uniforms.

After 18 months, replacements will be made if needed. If replacement is required prior to that time due to damage or lack of proper care, the employee may be required to pay all or part of the cost for replacement. All University-provided uniforms remain the property of the University and must be returned upon termination.

Section 2. Lab coats are considered protective clothing, not uniforms. Where the University requires lab coats to be worn, the University shall provide and launder them.

Article 27

Wages

Section 1. This Agreement is the sole source of rights and obligations of the parties to this Agreement on the subject of wages. Further, the following language is intended to supersede all provisions applicable to

public employees in the Ohio Revised Code and/or the Rules of the Ohio Department of Administrative Services relative to wages. Employees will be paid in accordance with the classification and pay plan set forth in this Agreement. Salary scales are found in Appendix 2.

Section 2

- A. Effective on the first day of the pay period which includes July 1, 2002, employees shall receive an increase of 2.5% of base rate of pay, exclusive of longevity.
- B. Effective on the first day of the pay period which includes July 1, 2003, employees shall receive an increase of 1.5% to the base rate of pay, exclusive of longevity.
- C. Effective on the first day of the pay period which includes January 1, 2004, employees shall receive an increase of 1.5% to the base rate of pay, exclusive of longevity and a \$500 lump sum payment. This lump sum payment will be added to the base rate of pay effective January 1, 2005.
- D. Effective on the first day of the pay period which includes July 1, 2004 employees shall receive an increase of 1.5% to the base rate of pay, exclusive of longevity.
- E. Effective on the first day of the pay period which includes January 1, 2005, employees shall receive an increase of 1% to the base rate of pay, exclusive of longevity.

The pay range maximum as stated in Appendix 2 shall not limit an individual employee's across the board increase.

Section 3. Longevity Pay. Employees hired prior to July 1, 1986 shall be eligible to receive longevity pay, beginning on the first day of the pay period within which the employee completes five years of total service with the State government or any of its political subdivisions, according to the Longevity Pay Schedule found in 2Appendix 6. Longevity pay supplements shall become effective at the beginning of the pay period within which the employee completes the necessary length of service. Employees hired on or after July 1, 1986 shall not be eligible to receive longevity pay.

Years of total service shall include the total duration (one year equals 26 biweekly pay periods) in any category or appointment level, regardless of changes in classification, and need not be continuous. However, if an employee leaves the University and returns to University employment beyond the period permitted for reinstatement, she shall not be eligible to receive longevity pay.

Section 4. Bilingual Pay. Employees shall receive an additional 5% of their classification's starting rate of pay (not less than current amount they are receiving) for each foreign language they are required to speak or write. Bilingual pay shall be paid on all compensable hours.

Section 5. Shift Differential. The University will pay shift differential for all time actually worked between 3:00 p.m. and 8:00 am, provided the period actually worked ended after 6:00 p.m. or started before 6:00 am. Shift differential at \$.35 per hour will be paid for time prior to 11:00 PM and \$.45 per hour for time after 11:00 P.M. However employees who modify (flex) their working hours for their own convenience will not be entitled to receive said differential pay as a result.

Article 28 **Insurance Benefits**

Section 1. The plan of benefits in effect on June 30, 2002 will remain in effect until December 31, 2002. Effective January 1, 2003, the following Choice Benefits Plan will be provided to all bargaining unit members with an appointment level of 80% FTE or above. The Choice Benefits Plan is a cafeteria plan authorized under Section 125 of the Internal Revenue Code and is subject to all federal, state and local tax

laws and any changes which may occur therein. Wherever "pre-tax contributions" are specified, they are not currently subject to federal and state income taxes but may be subject to city income taxes.

Section 2. Medical Plans Eligible employees may elect any one of the two following medical insurance plans or no coverage. All plans provide for coordination of benefits with other group insurance plans and may be secondary payors as a result. Employees may choose coverage for self, self plus one dependent, or family. Eligible family members are a legally recognized spouse. Unmarried, dependent natural, adopted, step children and other children of whom the employee has permanent legal guardianship/ custody are also eligible to age 19 provided the child meets dependency requirements under the IRS and lives with the eligible employee in a regular parent-child relationship. If these unmarried dependent children are enrolled in school as a full-time student, the eligibility for benefits may continue to the 23rd birthday.

Option 1 - No Coverage

An eligible employee may waive medical coverage and receive a credit of \$100 per month provided that the employee certifies coverage by a spouse at UC or another employer. The credit may be received as cash in the paycheck, or may be applied to the cost of other benefits. The tax treatment of this option shall be in accordance with applicable tax laws. Effective January 1, 2005, the credit of \$100 per month provided for waiving medical coverage will be discontinued.

Option 2 - Preferred Provider Organization (PPO) - Access

A preferred provider organization (PPO) is available. The plan provides comprehensive care through a panel of participating providers. Most services provided by participating providers are fully covered, except for deductible and applicable co-payments. UCR costs of covered services provided by non-participating providers will be paid 70% by the plan. The plan includes pre-admission review, second surgical opinion, concurrent review, length of stay assignments, managed outpatient surgery, discharge planning and case management. Effective January 1, 2003, prescription drugs are covered with a copayment of \$8.00 for generic/formulary drugs or \$15.00 for brand/formulary drugs or \$30.00 for non-formulary drugs per prescription at participating pharmacies. Prescription drugs are subject to exclusions and limits as defined by the plan.

Option 3 - Health Maintenance Organization (HMO)

A health maintenance organization (HMO) provides comprehensive managed care, including preventive services, through a panel of physicians, hospitals and other medical providers, with the level of benefits in effect on June 30, 1995. Participants must use HMO providers for all non-emergency situations in order for the services to be covered expenses. Effective Jan 1, 2003 prescription drugs are covered with a copayment of \$5.00 for generic/formulary drugs; \$10 for brand/formulary drugs or \$20.00 for non-formulary drugs per prescription at participating pharmacies. Prescription drugs are subject to exclusions and limits as defined by the plan.

Section 3. Cost

The HMO plan will be fully paid by the University through December 31, 2003 except for any co-pays or coinsurance required by the plan.

Effective January 1, 2004, employees will pay 3% of the premium paid by the University for HMO coverage in an amount not to exceed:

Single	\$ 5.00 per month
Double	\$10.00 per month
Family	\$15.00 per month

Effective January 1, 2005, employees will pay 4% of the HMO premium rate as established for the plan at the applicable single, double or family enrollment level.

Employees must contribute the following monthly pre-tax amounts if they select the PPO plan:

Effective January 1, 2003, employees will pay 7.5% of the PPO premium rate not to exceed:

Single	\$31.00
Double	\$61.00
Family	\$84.00

Effective January 1, 2004, employees will pay 10% of the PPO premium rate not to exceed:

Single	\$40.00
Double	\$80.00
Family	\$115.00

Effective January 1, 2005, employees will pay 10% of the PPO premium rate established for the plan at the applicable single, double or family enrollment level.

Section 4. Dental Plans.

Eligible employees may select any one of three dental plans or no coverage as described below. All plans provide for coordination of benefits with other group insurance plans and may be secondary payers as a result. The employee may select coverage for the self, self plus one dependent or family. Expenses incurred during the last three months of a calendar year and applied to the annual deductible are carried forward and applied to the deductible in the following calendar year.

Option 1 - Waiver of Coverage

Employees may elect to waive dental coverage. However, if an employee waives coverage in a given year, and wishes to elect coverage in a future year, the employee may only elect Option 2 in that year. Mid-year changes to or from the waiver option are not permitted, regardless of a family status change.

Option 2 - Basic Dental

After an annual deductible of \$50 per person or \$150 per family this plan pays 80% of covered preventive, diagnostic and restorative services and 60% of covered prosthodontic services to a yearly maximum of \$500 per person. Orthodontia is not covered.

Option 3 - Ortho Dental

This dental plan provides 100% coverage for preventive and diagnostic services and after an annual deductible of \$50 per person or \$150 per family, pays 80% of covered restorative services, 60% of covered prosthodontics services and 50% of covered orthodontic services (dependent children under age 19 only) to a yearly maximum benefit of \$500 per person and to a lifetime orthodontic limit of \$1,000 per person. If this plan is not elected in the first year it is available to the employee, and the employee elects it in a later year, there will be a two year waiting period before orthodontic benefits can begin.

Option 4 - High Option Dental

This dental plan provides 100% coverage for preventive and diagnostic services and, after an annual deductible of \$25 per person or \$75 per family, pays 80% of other covered services to a maximum of \$1,000 per person each year, Orthodontia is not covered.

The University will contribute a monthly amount toward each covered employee's dental insurance equal to the cost (at the selected coverage level) for dental Option 2. The employee will pay the difference, if any, in excess monthly premium cost for the option chosen through pre-tax payroll contributions.

Employees who waive dental coverage will receive a monthly credit of not less than \$6 which may be received as cash in the employee's paycheck or may be used to purchase other benefits.

Section 5

If the University decides to add a dental maintenance organization (DMO) option to the employee benefits plan, it shall notify the Union of its intention. Before issuing a request for proposal (RFP), the parties shall meet to discuss the potential specifications of the plan and the Union may make recommendations concerning providers and plan design. The University retains the right to determine the final plan design

and vendors to whom the RFP will be issued. The University retains the right to decide the final plan design and selection of the DMO provider. The University will offer the plan to employees eligible for dental coverage under this section, subject to the same terms and conditions as the plan is offered to unrepresented employees. The University will notify the Union of the DMO provider selection prior to employee notification and implementation.

Section 6. Group Term Life Insurance.

A. Employee coverage - eligible employees may choose from the following coverage options:

- Option 1 - 1 x annual pay
- Option 2 - 2 x annual pay
- Option 3 - 3 x annual pay
- Option 4 - 4 x annual pay
- Option 5 - 5 x annual pay
- Option 6 - 6 x annual pay
- Option 7 - \$5,000
- Option 8 - \$50,000

The University will contribute toward life insurance coverage a monthly amount equal to the covered employee's monthly cost for Option 1. Should the employee choose a more costly option, the employee will contribute the additional cost through pre-tax payroll contributions. An employee selecting Option 7 will receive a credit equal to the difference between the premiums costs for Options 1 and 7, which may be received in cash in the paycheck or may be used to purchase other benefits.

B. Family coverage

Eligible employees may purchase life insurance coverage for spouse and children in the amounts stated below, not to exceed 50% of the employee's coverage:

<u>Spouse</u>	<u>Children</u>
Option 1 - no coverage	Option 1 - no coverage
Option 2 - \$5,000	Option 2 - \$2,000
Option 3 - \$10,000	Option 3 - \$5,000
	Option 4 - \$10,000

Eligible employees may increase their life insurance coverage by one level (or decrease to any level) at the annual enrollment period or as a result of a change in family status.

C. Personal Accident Coverage

Eligible employees may purchase Accidental Death and Dismemberment coverage (either single or family) in the amounts stated below:

<u>Option A</u>	<u>Option B</u>	<u>Option C</u>	<u>Option D</u>
\$50,000	\$100,000	\$150,000	No Coverage

If family coverage is chosen, coverage for the spouse is equal to 50% of the employee's coverage, and coverage for each child is equal to 10% of the employee's coverage.

Section 7 - Long-Term Disability Insurance

Eligible employees may purchase long-term disability insurance (LTD) which will provide for 65% of base pay if the employee becomes totally disabled. The benefits are payable after a four (4) month waiting period. The plan includes a twelve (12) month pre-existing condition limitation, a twelve (12) month limit on mental/nervous and/or substance abuse disabilities, a twelve (12) month change of occupation limitation and no pension contribution.

If the employee elects LTD coverage, the University will contribute 50% of the cost of the coverage with the remainder paid by the employee. Employees who waive LTD will not receive any additional credits.

Section 8 - Flexible Spending Accounts.

A. Health Care Account - Eligible employees may elect to have a specified amount withheld on a pre-tax basis from the first two paychecks of each month, up to an annual maximum of \$2,400, to be used for reimbursement of medical expenses not covered by insurance, in accordance with the plan and IRS regulations.

Funds which are withheld must be reimbursed for expenses incurred in the calendar year in which they are withheld or, under current IRS rules, the unused funds will be forfeited.

B. Dependent Care Account - Eligible employees may elect to have a specified amount withheld on a pre-tax basis from the first two paychecks of each month, up to the annual maximum of \$2,500 for those filing singly or \$5,000 for joint filing, to be used for reimbursement of dependent care expenses which are specified by IRS rules but are not claimed under the federal tax credit.

Funds which are withheld must be reimbursed for expenses incurred in the calendar year in which they are withheld or, under current IRS rules, the unused funds will be forfeited.

Section 9 - Administrative Rules

Coverage under these insurance programs will be effective on the first day of the month following twenty-eight (28) days of employment. Enrollment application must be made in a timely manner by the employee. The University shall inform employees in writing of enrollment deadlines. Newly eligible employees who fail to enroll within the required time limit will receive core benefits (Medical Option 3 and Dental Option 2 for the employee only, Life Insurance Option 1 and no coverage in Family Life, Personal Accident, Long Term Disability and Flexible Spending Account plans). Employees who fail to re-enroll during annual enrollment will retain their previous elections if available, except their spending account contributions will be reduced to zero.

Adding or dropping family members and changes in coverage category must be made within thirty-one (31) days of a family status change and must comply with IRS rules regarding such changes. In the event of a change in family status, the following changes are permitted under the plan: medical plan and coverage category; dental coverage category; life insurance level of coverage (increase by one level or decrease to any option); flexible spending account contribution amounts; family life insurance level of coverage; personal accident single to family coverage (or vice versa).

An employee on educational leave or on unpaid medical leave or disability leave of absence will continue to receive medical coverage for up to 12 months from the date of the unpaid medical or disability leave of absence, provided that she continues to make any required contribution. An employee on unpaid leave of absence for other reasons, except as otherwise specified in this agreement, may participate in coverage by paying the full monthly cost of such coverage.

Plan Coverage Modification: If the University decides to consider changing its HMO insurance carrier or changes its PPO plan from self-insured to insured, it shall notify the Union of such decision prior to seeking proposals from carriers. The request for proposals shall include a request for identical coverage. The University shall give the Union copies of any proposals received.

- a. In the event that the University desires to accept a proposal, it shall notify the Union in writing of such no less than ninety (90) days prior to the effective date of such change. The University may not accept and implement any change in carriers unless the coverage provided is equivalent to the coverage summarized in Appendix 4.

- b. Within thirty (30) days after receipt of written notice, the Union may notify the University of its desire to reopen negotiations on the subject of plan coverage.
- c. Both parties agree to bargain in good faith for a period of thirty (30) days following receipt of a notice to reopen.
- d. At any time during this thirty (30) day period, either party may request SERB to appoint a mediator to assist the parties.
- e. If the parties have not reached an agreement on the terms of plan coverage at the expiration of this thirty (30) day period, the University shall have the right to implement the desired proposal and the Union shall have the right to strike, provided that it notifies the University of its intent to strike ten (10) days prior to the scheduled commencement of the strike.

Section 10

The University shall recognize and provide paid release time for one existing steward to be appointed by the Union per Article 5, to serve as a liaison with the Benefits Division. Where necessary, a monthly meeting will be scheduled with the Director of Benefits or designee to discuss unresolved benefits issues. Release time for this meeting shall be in addition to release time provided under Article 5.

Once per year, prior to the annual enrollment period, representatives of the University will meet with representatives of the Union to exchange information on administration and costs of the medical insurance program.

The University shall provide an annual report to the Union regarding the financial condition of the Flexible Spending Accounts. This report shall include, but shall not be limited to administrative cost, amounts of employee forfeitures and experience losses.

Issues surrounding insurance benefits shall be raised to the Labor/Management Committee, which pursuant to Article 23, may appoint an ad hoc task force to study the issue and/or make recommendations.

In addition to the above, the University will provide the Union with utilization and cost data, and other relevant information on a monthly basis.

Section 11. Long-term Care Insurance

Employees eligible for health insurance may purchase long-term care insurance for the employee, spouse, parents and parents-in-law. Evidence of insurability is required for enrollment by the spouse, parents and parents-in-law, and by an employee who does not enroll when first eligible.

Article 29 Tuition Remission

Section 1. Permanent employees shall receive tuition remission benefits (for courses taken at the University of Cincinnati) as described in this Article. Temporary employees are not eligible for tuition remission benefits.

Section 2. Full-time employees (and employees appointed at 80% FTE or more) are eligible for full remission of an amount up to the cost of six (6) regular credit hours per quarter. Full remission may be granted for all courses taken within the limits imposed by the department head, dean or vice president for those individuals working on a clearly-defined degree program. Employees hired after January 1, 1996 shall be eligible to receive tuition remission benefits upon completion of the initial probationary period.

Retired employees who receive a retirement annuity from a University-sponsored retirement plan continue to be eligible for the same tuition remission benefits for which they were eligible before retirement.

Section 3. A full-time employee's (and employees appointed 80% FTE or more) eligible family members may receive tuition remission benefits (remission of instructional fee and non-resident surcharge). Dependents of employees hired after January 1, 1996 shall be eligible to receive the following tuition remission benefits after the employee has completed two years of service.

- A. Full remission for the employee's spouse.
- B. Full remission for the employee's unmarried and financially dependent children. Such children are also eligible for remission of 25% of the cost for private music lessons taken for credit as electives, and remission of 50% of the instructional fees for children enrolled at Arlitt Child Development Center's nursery school program.
- C. Eligible family members include the employee's spouse and unmarried dependents as follows:
 - i. your unmarried child under age 19 (this includes stepchildren, foster children and other children who are your IRS dependents and live with you in a regular parent-child relationship).
 - ii. your unmarried child between age 19 and 25 who lives with you and is your IRS dependent.
 - iii. your unmarried child between age 19 and 25 who is a full-time student and is your IRS dependent.
 - iv. a child dependent under IRS rules who became disabled by mental retardation or physical handicap before age 19 (medical) or before coverage would normally end (dental).

Section 4. Part-time employees appointed less than 80% FTE who receive regular compensation for their services and have completed the initial probationary period are eligible for remission of any amount up to the cost of three (3) regular credit hours per quarter for themselves only. Retired part-time employees who receive a retirement annuity from a University-sponsored retirement plan continue to be eligible for the same tuition remission benefits for which they were eligible before retirement.

Section 5. The tuition remission benefits described herein may also be utilized during educational leaves.

Section 6. If an employee or eligible dependent withdraws from a course after the third week of the quarter, such employee or eligible dependent shall reimburse the University 100% of the cost of tuition remission paid on their behalf.

Section 7. If an employee or eligible dependent receives a recorded grade of "incomplete" and the "incomplete" is later changed to the grade of "F", such employee or eligible dependent shall reimburse the University 100% of the tuition remission paid on their behalf. If a recorded grade of "incomplete" is not replaced by a passing grade within one year, the employee or eligible dependent shall reimburse the University 100% of the tuition remission paid on their behalf.

Section 8. If reimbursement is not made to the University in accordance with sections 6, 7 and 8 of this article, such employee shall be ineligible for participation in the tuition remission program until such repayments are made. If an eligible dependent fails to reimburse the University in accordance with Sections 6 and 7 of this article, such dependent shall be ineligible for further participation in the tuition remission program.

Section 9. Special circumstances which present a hardship to an employee or eligible dependent regarding reimbursement shall be considered on a case by case basis consistent with established University procedures for students.

Section 10. If the University changes the tuition remission benefits regarding failing grades or graduate/professional level cost sharing for unrepresented employees, either party may notify the other, in writing of its desire to reopen negotiations on the subject of failing grade or cost sharing on graduate/professional level courses. Any agreement reached on cost sharing for graduate/professional level courses shall not exceed 25% of the cost of graduate/professional tuition. In lieu of the impasse procedures specified in Ohio Revised Code Section 4117.14(C), the parties agree to the following:

- a. Both parties agree to bargain in good faith for a period of 60 days following receipt of the notice to reopen.
- b. At any time during this 60 day period, either party may request the Director of the Federal Mediation and Conciliation Service to appoint a mediator to assist the parties in reaching an agreement.
- c. If the parties have not reached an agreement on the terms of a tuition remission program at the expiration of the 60 day period, the University shall have the right to make the tuition remission program for unrepresented employees regarding failing grades or graduate/professional level cost sharing up to 25% effective for bargaining unit employees and the Union shall have the right to strike, provided that it notifies the University of its intent to exercise this right ten (10) days prior to the expiration of the 60 day period.

Article 30 **Discounts**

The Board of Trustees controlled discounts will not be differentially applied to the Union.

Article 31 **Retirement**

Section 1. Employees participate in one of the following three retirement systems based upon the regulations of the respective retirement systems, the employee's date of hire, and the one-time election option provided to existing employees effective July 1, 1977:

- a. Public Employees Retirement System (PERS) of Ohio applies to persons hired on or after July 1, 1977.
- b. City of Cincinnati Retirement System applies to persons whose most recent date of hire was prior to July 1, 1977, or
- c. Employees hired before July 1, 1977 who elected to remain in TIAA/ Fidelity/Vanguard, may participate in the expanded TIAA/Fidelity/Vanguard retirement plan as provided under applicable law.

Section 2. Eligibility and participation in these retirement systems is governed by the respective terms and conditions of that retirement system as established and amended by the respective governmental or governing body.

Section 3. Both the University and the employee contribute to the respective retirement program at the contribution rate established by each program. Employee contributions to both PERS and the City of

Cincinnati Retirement Plan are made on a pre-tax basis. Employees participating in the TIAA-CREF plan may elect to contribute on a pre-tax basis.

Section 4. The University shall not be held liable if the City of Cincinnati Retirement Plan or Public Employees Retirement System alter any of their respective retirement system provisions.

Section 5. Any supplemental retirement incentives established for unrepresented University employees may be extended to bargaining unit members upon mutual agreement.

Article 32

Employee Participation

If the University or any of its divisions should decide to implement a formal program which anticipates employee participation, the University shall endeavor to notify the union and discuss the matter. Where appropriate, the Union will be invited to designate a representative to participate on the committee. Where such activity is division specific, the designee shall be an employee of the division unless otherwise agreed.

Article 33

Personnel Files

Section 1. Employee's official personnel files shall be kept in the Central Human Resources Department. Employees may examine their personnel file by appointment. There shall be no corrective action documents in employee files which they have not had an opportunity to review and sign.

Section 2. If anyone other than the employee requests to inspect or copy part or all of an employee's file, the Office of Human Resources shall notify the employee of the person making the request.

Section 3. Employees have the right to review the official College or Department file upon request, at a mutually agreeable time. Employees have the right to submit additional relevant materials to their departmental files.

Article 34

Emergency Closing

A. Emergency closing and payment will be governed by University Rule 3361:30-17-01 as it may be modified from time to time. University Rule 3361:30-17-01 (effective 11/29/01) provides, in part, as follows: (1) Hourly employees scheduled to work during the period of an emergency closing shall be paid their regular wages; and (2) hourly employees who are required to work during an emergency closing will be paid time and one half. The University may amend and revise this rule at its discretion

B. Late arrival or early closing in cases of inclement weather or severe emergency may be declared at the discretion of the University. The University is free to exercise its discretion in determining pay matters under these circumstances. The decision resulting from the exercise of this discretion is not grievable.

Article 35

Dependent Care

The University and the Union recognize that the care of children and elders by employees is an increasingly important issue affecting the workplace. The Union and University shall endeavor to educate their respective constituencies about the need for flexibility and understanding about the dual role employees with dependents play. Such matters shall not be subject to the grievance procedure.

Article 36
Resignations

Employees who have passed their original probationary period, and have turned in a written resignation, with a notice period, shall have until the last day, and hour of the notice period to rescind their resignations unless the manager has accepted the resignation in writing.

The above notwithstanding, the resignation may be rescinded when the employee and supervisor mutually agree.

Article 37
Termination of Agreement

A. The negotiations and dispute settlement procedures set forth in this Article shall govern negotiations conducted between the University and the Union and shall be the exclusive procedures to be followed by both parties.

B. Either the University or the Union may initiate negotiations by letter, at least 60 days but not more than 120 days prior to the expiration date of this Agreement. At that time, the University and the Union will notify SERB of the commencement of negotiations and further advise SERB of the parties' agreement that the impasse procedures identified in this contract will be employed in place of procedures alternatively provided in ORC 4117.10, 4117.14 and related sections.

C. During the period commencing at least 60 days prior to the expiration date of the existing agreement, both parties agree to bargain in good faith to reach a settlement by the expiration date of the contract.

D. If either party determines that differences of position are so substantial that further negotiations may not produce a satisfactory agreement, or in the event no agreement has been reached prior to the expiration date of the present Agreement, either party may request the Federal Mediation and Conciliation Service to appoint a federal mediator for the purpose of assisting the parties in reaching an agreement. At any time during the negotiations, the parties may mutually agree to make such a request. The parties may also agree to select another mediator to assist in the negotiations as they see fit. The selection process shall be kept internal to the two negotiating teams.

E. If the parties, during the process of mediation, mutually agree that the fact-finding procedure under ORC 4117.14(C) (3) (4) (5) (6) may be helpful in reaching a settlement, they may choose to request a fact-finder from the SERB and to follow the SERB regulations relating to fact-finding.

F. If after 30 days from the first meeting with a federal mediator, the Union believes that negotiations cannot be resolved through the procedure outlined above, the Union may engage in a strike upon 10 days prior written notice to the University and the State Employment Relations Board; provided however, that a strike may not commence prior to the expiration of any collective bargaining agreement or extension thereof.

G. The parties may mutually agree to a fixed or day-to-day extension of the expiration date.

H. This Agreement shall be effective from May 8, 2002 to the conclusion of negotiations.

Article 38
Duration

This Agreement is effective July 1, 2002 and terminates June 30, 2005

APPENDIX 1 **CLASSIFICATIONS AND PAY GRADE**

<u>TITLE</u>	<u>Pay Grade</u>
Account Clerk 3-9	61
Accounts Payable Clerk, Sr.-9	62
Accounts Payable Data Technician 1-9	59
Accounts Payable Data Technician 2-9	60
Accounts Payable Specialist-9	62
Administrative Coordinator-9	64
Administrative Secretary 1-9	62
Administrative Secretary 2-9	64
Assistant Sales Manager 1-9	59
Billing Clerk-9	61
Business Services Assistant-9	60
Business Services Officer 1-9	62
Buyers Assistant-9	61
Classroom/Facilities Scheduling Specialist-9	61
Clerical Specialist-9	59
Clerk 1 -9	50
Clerk 2-9	51
Collections Specialist	63
Computer Graphics Specialist-9	62
Computer Operator 1-9	61
Computer Operator 2-9	62
Coordinator, College Graduate and Certification-9	62
Coordinator, Grad Adm/Reg/Cert.-9.	62
Coordinator, Parking Systems-9	62
Data Entry Operator 2-9	52
Data Entry Operator 3-9	59
Inventory Control Specialist 2-9	62
Inventory Technician-9	58
Laser Duplicating Equipment Operator-9	63
Library Associate 1-9	61
Library Associate 2-9	62
Library Media Technical Assistant 1-9	59

Library Media Technical Assistant 2-9	60
Mail Operations Supervisor-9	61
Mainframe I/O Clerk-9	59
Medical Secretary 2-9	61
Office Machine Operator 2-9	52
Office Machine Operator 3-9	59
Office Manager 1-9	62
Office Manager 2-9	63
Personnel Technician 1-9	62
Personnel Technician 2-9	64
Public Inquiries Assistant-9	61
Purchasing Agent 1-9	62
Purchasing Agent 2-9	64
Purchasing Assistant 1-9	59
Purchasing Assistant 2-9	60
Radio Operator 1-9	52
Radio Operator 2-9	54
Receptionist-9	51
Records Management Officer 1-9	61
Records Management Officer 2-9	63
Registration Technician-9	53
Sales Clerk 2-9	52
Secretary 1-9	60
Secretary 2-9	61
Senior Business Service Assistant-9	61
Senior Library Associate Specialist-9	13
Staffing Coordinator	61
Sr. Staffing Coordinator	62
Supervisor, University Duplicating Services-9	62
Supervisor, Telephone Directory-9	62
Supervisor, Textbook Returns-9	63
Telecommunication Service Coordinator-9	63
Telephone Operator 1-9	51
Telephone Operator 2-9	52

Telephone Service Coordinator-9	63
Typist 2-9	52
Word Processing Specialist 3-9	61

APPENDIX 2

1199/SEIU – University of Cincinnati Pay Schedule

1199 Pay
Schedule
Effective 7/1/02

Grade/Title	Entry	APR	Maximum
50,56	\$8.28	\$8.69	\$12.49
51,57	\$8.63	\$9.06	\$13.76
52,58	\$9.02	\$9.47	\$14.42
53,59	\$9.45	\$9.92	\$15.02
54,60	\$9.86	\$10.35	\$15.70
55,61	\$10.38	\$10.90	\$17.04
62	\$10.95	\$11.50	\$18.36
63	\$11.56	\$12.14	\$20.03
64	\$12.36	\$12.98	\$21.91
Collection Spec	\$11.71	\$12.30	\$19.28
Med Sec 2	\$12.05	\$12.65	\$16.90
WPS 3	\$10.74	\$11.28	\$17.70
Sr. Lib Assoc	\$12.21	\$12.82	\$18.29
Staff Coord	\$11.36	\$11.93	\$16.49
Sr. Staff Coord	\$11.98	\$12.58	\$17.45

1199 Pay
Schedule
Effective 7/01/03

Grade/Title	Entry	APR	Maximum
50,56	\$8.40	\$8.82	\$12.68
51,57	\$8.76	\$9.20	\$13.97
52,58	\$9.16	\$9.62	\$14.64
53,59	\$9.59	\$10.07	\$15.25
54,60	\$10.01	\$10.51	\$15.94
55,61	\$10.54	\$11.07	\$17.30
62	\$11.11	\$11.67	\$18.64
63	\$11.73	\$12.32	\$20.33
64	\$12.55	\$13.18	\$22.24
Collection Spec	\$11.89	\$12.48	\$19.57
Med Sec 2	\$12.23	\$12.84	\$17.15
WPS 3	\$10.90	\$11.45	\$17.97
Sr. Lib Assoc	\$12.39	\$13.01	\$18.56
Staff Coord	\$11.53	\$12.11	\$16.74

**SEIU Pay
Schedule
Effective 1/1/04**

Grade/Title	Entry	APR	Maximum
50,56	\$8.53	\$8.96	\$12.87
51,57	\$8.89	\$9.33	\$14.18
52,58	\$9.30	\$9.77	\$14.86
53,59	\$9.73	\$10.22	\$15.48
54,60	\$10.16	\$10.67	\$16.18
55,61	\$10.70	\$11.24	\$17.56
62	\$11.28	\$11.84	\$18.92
63	\$11.91	\$12.51	\$20.63
64	\$12.74	\$13.38	\$22.57
Collection Spec	\$12.07	\$12.67	\$19.86
Med Sec 2	\$12.41	\$13.03	\$17.41
WPS 3	\$11.06	\$11.61	\$18.24
Sr. Lib Assoc	\$12.58	\$13.21	\$18.84

**SEIU Pay
Schedule
Effective 7/1/04**

Grade/Title	Entry	APR	Maximum
50,56	\$8.66	\$9.09	\$13.06
51,57	\$9.02	\$9.47	\$14.39
52,58	\$9.44	\$9.91	\$15.08
53,59	\$9.88	\$10.37	\$15.71
54,60	\$10.31	\$10.83	\$16.42
55,61	\$10.86	\$11.40	\$17.82
62	\$11.45	\$12.02	\$19.20
63	\$12.09	\$12.69	\$20.94
64	\$12.93	\$13.58	\$22.91
Collection Spec	\$12.25	\$12.86	\$20.16
Med Sec 2	\$12.60	\$13.23	\$17.67
WPS 3	\$11.23	\$11.79	\$18.51
Sr. Lib Assoc	\$12.77	\$13.41	\$19.12

1199/ SEIU University of Cincinnati Pay Schedule

SEIU Pay
Schedule
Effective 1/1/05

Grade/Title	Entry	APR	Maximum
50,56	\$8.75	\$9.19	\$13.19
51,57	\$9.11	\$9.57	\$14.53
52,58	\$9.53	\$10.01	\$15.23
53,59	\$9.98	\$10.48	\$15.87
54,60	\$10.41	\$10.93	\$16.58
55,61	\$10.97	\$11.52	\$18.00
62	\$11.56	\$12.14	\$19.39
63	\$12.21	\$12.82	\$21.15
64	\$13.06	\$13.71	\$23.14
Collection Spec	\$12.37	\$12.99	\$20.36
Med Sec 2	\$12.73	\$13.37	\$17.85
WPS 3	\$11.34	\$11.91	\$18.70
Sr. Lib Assoc	\$12.90	\$13.55	\$19.31

APPENDIX 3

Classification Series

<u>Title</u>	<u>Pay Grade</u>
<u>Data Series</u>	
Data Entry Operator 2	52
Data Entry Operator 3	59
<u>Records Management Series</u>	
Records Management Officer 1	61
Records Management Officer 2	63
<u>Communications Series</u>	
Telephone Operator 1	51
Telephone Operator 2	52
Radio Operator 1	52
Radio Operator 2	54
<u>Library Series</u>	
Library Media Technical Assistant 1	59
Library Media Technical Assistant 2	60
Library Associate 1	61
Library Associate 2	62
Senior Library Associate Specialist	13
<u>Public Information Series</u>	
Receptionist	51
Registration Technician	53
Public Inquiries Assistant	61
<u>Word Processing Series</u>	
Typist 2	52
Word Processing Specialist 3	61

Computer Graphics Specialist	62
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Secretarial/Office Series

Clerk 1	50
Clerk 2	51
Clerical Specialist	59
Secretary 1	60
Secretary 2	61
Medical Secretary 2*	61
Administrative Secretary 1	62
Administrative Secretary 2	64
Administrative Coordinator	64

*One way bump/recall; Medical Secretary may bump or be placed/recalled to Secretary, but Secretary may not bump or be placed/recalled to Medical Secretary

Purchasing Series

Purchasing Assistant 1	59
Purchasing Assistant 2	60
Buyers Assistant	61
Purchasing Agent 1	62
Purchasing Agent 2	64

Human Resources Series

Personnel Technician 1	62
Personnel Technician 2	64

Sales Series

Sales Clerk 2	52
Assistant Sales Manager 1	59
Supervisor, Textbook Returns	63

Scheduling Series

Classroom/ Facilities Scheduling Specialist	61
Staffing Coordinator	61
Sr. Staffing Coordinator	62

Business Series

Accounts Payable Data Technician 1	59
Business Services Assistant	60
Accounts Payable Data Technician 2	60
Account Clerk 3	61
Accounts Payable Clerk, Sr.	62
Billing Clerk	61
Sr. Business Service Assistant	61
Accounts Payable Specialist	62
Business Services Officer	62
Collections Specialist	63
Office Manager 1	62
Office Manager 2	63

Office Machine Series

Office Machine Operator 2	52
Office Machine Operator 3	59
Supervisor University Duplicating Services	62
Laser Duplicating Equipment Operator	63

Computer Operator Series

Mainframe I/O Clerk	59
Computer Operator 1	61
Computer Operator 2	62

Inventory Control Series

Inventory Technician	58
Inventory Control Specialist 2	62

Collections Series

Collections Specialist	63
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Mail Services

Mail Operations Supervisor	61
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Coordinator Series

Coordinator, Grad/Adm/Reg/Cert	62
Coordinator, College Graduate and Certification	62

Coordinator, Parking Systems	62
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Other Titles (not in a series)

Supervisor Telephone Directory	63
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Telecommunication Service Coordinator	63
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The University reserves the right to alter or revise classification series, upon thirty days written notice to the Union. Upon request, the University will meet with the Union to discuss the alterations or revisions.

APPENDIX 4

LIST OF LARGE DEPARTMENTS

1. Each college is a large department
2. All other Provostal areas on the West Campus shall be considered one department.
3. Hoxworth Blood Center
4. All other Provostal areas on the East Campus shall be considered one department.
5. University Libraries
6. Student Affairs and Services
7. All departments reporting to the Office of the President except UCit shall be considered one department
8. UCit
9. Finance Division shall have the following large departments:
 - Controller and Treasurer
 - All other departments reporting to the Vice President for Finance
10. Administrative and Business Services shall have the following large departments:
 - Facilities Management
 - Human Resources
 - Purchasing and Material Management
 - All other departments reporting to the Vice President for Administrative and Business Services
11. All departments reporting to the Vice President for Research and University Dean of Advanced Studies shall be considered one large department.

It is understood that some departments may have been inadvertently omitted from this list and that these departments may change during the life of the agreement. The Union and the University agree to meet and discuss the matter should such omissions or changes come to our attention.

Appendix 5

Benefit	OPTION 3 Access (PPO)*		OPTION 4 United Healthcare Network (HMO)*
	NETWORK	NON-NETWORK	
Deductible	No deductible	All services: \$200 per person \$400 per family	No deductible
Co-payment	As specified	30%	As specified
Out of Pocket Limit	For both Network and Non-Network services: 1,100 per person and \$2,200 per family		NA
Maximum Benefit	No maximum except as specified	No maximum except as specified	No maximum on most benefits; some benefits have calendar-year limits
professional services			
<i>The following amounts are what the applicable plan pays, less co-payments and deductibles.</i>			
Allergy Testing and Treatment/ Serum	50% Serum: see Prescription Drugs	50% Serum: See Prescription	20% Copay, allergy testing only 100% allergy injections 100% serum coverage
Diagnostic Tests and X-Rays	100%	70%	100%
Immunization	\$10 copay per visit	70%	100%
Maternity Care	\$10 copay per visit	70%	\$5 copay for first visit only by participating providers at participating facilities
Infertility Services	100% Covers treatment of dysfunctional reproductive organs due to illness, injury or defect, first 9 injections of Pergonal	70%	80%. Covers diagnostic services; does not cover fertility drugs,

Office Visits	and 1 injection of Human Chorionic Gonadotropin within 30 days of ovarian failure; does not cover reversal of voluntary sterilization, or services performed specifically to induce pregnancy	70% Specialist services do not require a referral	reversal of voluntary sterilization, or services performed specifically to induce pregnancy; limited to \$2,000 per covered person per calendar year
Routine Physical Exams (Including associated diagnostic tests & X-rays)	\$10 copay per visit/medical treatment Special services do not require a referral	70% (As recommended by the American Medical Association)	\$5 copay per visit/medical treatment Specialist services do not require a referral
Surgery	10% copay per visit (As recommended by the American Medical Association)	70% Second opinion for surgical procedures is voluntary	\$5 copay per visit 100%
Therapy Services (E.g., Physical, Speech, Occupational)	100% Second opinion for surgical procedures is voluntary	Inpatient and outpatient: 70% (Maximum 20 outpatient visits per calendar year) Pre-authorization required after first 10 outpatient visits	Short-term therapy; 100% for 60 visits per calendar year
Well-Baby/Well-Child Care	Inpatient: 100% during approved admission Outpatient: \$10 copay Pre-authorization required after first 10 outpatient visits	70% (As recommended by the American Academy of Pediatrics)	\$5 copay per visit/medical treatment
Eye Exams			
Lenses and Frames			
Chiropractic Services	\$10 copay per visit/medical treatment (as recommended by the American Academy of Pediatrics)	70% Not Covered	\$10 copay per visit. Must use participating vision care providers Discounts available through participating vision care providers
	\$10 copay per visit	70% if medically necessary Pre-authorization required after first 10 visits	\$5 copay per visit/medical treatment Pre-authorization required
	Not Covered		
	\$10 copay per visit/medical treatment, if medically necessary Pre-authorization required after first 10 visits		

Benefit	OPTION 3 Access (PPO)*		OPTION 4 UnitedHealthcare Network (HMO)*
HOSPITAL SERVICES (continued)			
	NETWORK	NON-NETWORK	
Skilled Nursing Facilities	100% if admitted within 14 days of discharge from inpatient stay of at least 3 consecutive days	100% if admitted within 14 days of discharge from inpatient stay of at least 3 consecutive days	100% for 365 days
Room and Board	100% semi-private; private room if medically necessary Pre-admission and concurrent review required+	70% semi-private; private room if medically necessary	100% semi-private; private room if medically necessary; no day limit
OTHER SERVICES			
<i>The following amounts are what the applicable plan pays, less copayments and deductibles</i>			
Mental Health Care	These services are subject to special authorization and approval requirements before services are received.		These services are subject to special authorization and approval requirements before services are received. Note: this coverage is for short-term therapy only. Chronic mental health conditions are not covered.
❖ Inpatient	100%+	70%; maximum 45 days per calendar year+	100%; maximum 45 days per calendar year
❖ Outpatient	\$10 copay per visit with pre-authorization. Maximum 45 visits per calendar year 70% without pre-authorization Maximum 25 visits per calendar year	70% with pre-authorization. Maximum 30 visits per calendar year. 70% without pre-authorization Maximum 25 visits per calendar year	\$20 copay per visit. Maximum 20 visits per calendar year; excludes long-term psychotherapy

Substance Abuse Care	These services are subject to special authorization and approval requirements before services are received		These services are subject to special authorization and approval requirements before services are received
❖ Inpatient	Detoxification: 100%+ Rehabilitation: 1 inpatient stay per lifetime, if program completed Maximum 45 days+	No coverage	Detoxification: 100% Rehabilitation: 1 inpatient stay per lifetime (maximum 45 days), if program completed
❖ Outpatient	Outpatient program: 100% for 2 programs per lifetime, if completed Follow-up care: 100% Maximum 12 visits per calendar year	No coverage	1 outpatient program per lifetime, if program completed
Prescription Drugs	Retail: \$8 generic/\$15 name brand/\$30 non-formulary generic or name brand copay per prescription Mail order for 90-day supply: \$16 generic/\$30 name brand/\$60 non-formulary generic or name brand copay per prescription (retail and mail order include diabetic insulin, needles and syringes) Allergy serum by direct reimbursement only; excludes contraceptive medicines, drugs not requiring a prescription (except injectable insulin), drugs administered while hospitalized or covered by Workers' Compensation, and therapeutic devices and appliances	Retail: \$8 generic/\$15 name brand/\$30 non-formulary generic or name brand copay per prescription Mail order for 90-day supply: \$16 generic/\$30 name brand/\$60 non-formulary generic or name brand copay per prescription (retail and mail order include diabetic insulin, needles and syringes) Allergy serum by direct reimbursement only; excludes contraceptive medicines, drugs not requiring a prescription (except injectable insulin), drugs administered while hospitalized or covered by Workers' Compensation, and therapeutic devices and appliances	Retail: \$5 generic/\$10 name brand/\$20 non-formulary generic or name brand copay per prescription at any HMO-participating pharmacy Mail order for 90-day supply: \$10 generic /\$20 name brand/\$40 non-formulary generic or name brand copay per prescription (retail and mail order include diabetic insulin, needles and syringes) (mandatory generic) 20% copay for diabetic supplies such as lancets, pen needles, test strips and autolet devices (mandatory generic)
Durable Medical Equipment	80% at participating durable medical equipment providers. Diabetic supplies such as lancets, pen needles, test strips and autolet devices.	80%	80% for conditions occurring after the effective date of coverage.

Exclusions and Limitations

All plans are subject to exclusions, limitations and periodic updates. For details on Access, contact UniCare Customer Service at (800) 225-5154. For details on the UnitedHealthcare Network, contact Customer Service at (800) 231-2918.

*To receive maximum benefits under Access, eligible services must be provided by participating providers. Any services provided outside the plan's specifications may not be eligible for benefits. All services under Access are subject to Usual, Customary, and Reasonable (UCR) limits. **Services under the United Healthcare Network must be provided by participating providers and plan-approved. Any services performed outside the plan's specifications may not be covered at the amount listed in this comparison. All services must be medically necessary. Pre-approval must be obtained for all non-routine services. +Advance approval for elective admissions is required. The plan must be notified immediately upon emergency admission. A medically appropriate length of stay is assigned for each admission, and the need for continued hospital stay is evaluated during the admission to avoid unnecessary hospital stay. Case management may authorize coverage for lower-cost treatment alternatives which are also medically appropriate.

APPENDIX 6
EMPLOYEES WITH GRANDFATHERED VACATION ACCRUAL RATES

Crawford, Jeffrey	(06)
Schwier, Carolyn	(06)
Smith, Janet Wardlaw	(06)

APPENDIX 7 TABLE OF LONGEVITY SUPPLEMENTS

Bargaining unit employees hired prior to July 1, 1986 are eligible to receive longevity pay supplement based on the table below. Longevity is awarded after five (5) years of service and is added to the employee's base hourly rate.

PAY RANGE	<u>YEARS OF SERVICE</u>															
	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
50	.14	.17	.20	.23	.26	.29	.32	.35	.37	.40	.43	.46	.49	.52	.55	.58
51	.15	.18	.21	.24	.27	.30	.33	.36	.39	.42	.45	.48	.51	.54	.57	.60
52	.16	.19	.22	.25	.28	.32	.35	.38	.41	.44	.47	.51	.54	.57	.60	.63
53	.17	.20	.23	.27	.30	.33	.37	.40	.43	.47	.50	.53	.57	.60	.63	.67
54	.18	.21	.25	.28	.32	.35	.39	.42	.46	.49	.53	.56	.60	.63	.67	.70
55	.18	.22	.26	.29	.33	.37	.41	.44	.48	.52	.55	.59	.63	.66	.70	.74
57	.15	.17	.20	.23	.26	.29	.32	.35	.38	.41	.44	.47	.50	.52	.55	.58
58	.15	.18	.21	.24	.28	.31	.34	.37	.40	.43	.46	.49	.52	.55	.58	.61
59	.16	.19	.23	.26	.29	.32	.35	.39	.42	.45	.48	.52	.55	.58	.61	.64
60	.17	.20	.24	.27	.30	.34	.37	.41	.44	.47	.51	.54	.57	.61	.64	.68
61	.18	.21	.25	.29	.32	.36	.39	.43	.46	.50	.53	.57	.61	.64	.68	.71
62	.19	.23	.26	.30	.34	.38	.42	.45	.49	.53	.57	.60	.64	.68	.72	.76
63	.20	.24	.28	.32	.36	.40	.44	.48	.52	.56	.60	.64	.68	.72	.76	.80
64	.22	.26	.30	.35	.39	.43	.47	.52	.56	.60	.65	.69	.73	.78	.82	.86

EXAMPLE: An employee at Pay Range 52 with 10 years of service would have his/her hourly rate increased by thirty-two (32) cents longevity pay. Together with the employee's base hourly rate, the total rate of pay would be:

Base Hourly Rate + Longevity Pay = Total Rate of Pay

APPENDIX 8

ADMINISTRATIVE AREAS

- Area #1** President; Sr. Vice President/Provost Baccalaureate and Graduate Education; Vice President Governmental Relations; Vice President Research and Dean for Advanced Studies; Vice President for Information Technology
- Area #2** Vice President – Finance
- Area #3** Senior Vice President and Provost for Health Education
- Area 4** Vice President for Student Affairs and Services
- Area #5** Vice President for Administrative and Business Services

It is understood that these administrative areas may change during the life of the agreement. The Union and the University agree to meet and discuss the matter should such omissions or changes come to our attention.

UNIVERSITY OF CINCINNATI

VIDEO DISPLAY TERMINAL (VDT) GUIDELINES

I. INTRODUCTION

Since the technological revolution which has made computers a part of everyday work place environments and a tool in almost all work force endeavors, there have been concerns raised, and studies done, assessing the impact of the computers and video display terminals in all job descriptions as well as newly created jobs specifically designed to work around the VDT revolution. Direct digital display is part of everyday life - video games, materials handling control panels, surgical equipment, direct readout and microscopy and clerical support work stations. Ergonomic stresses related specifically to repetitive computer (VDT) usage have been studied and remedies for health-related issues have been identified.

II. IMPLEMENTATION

The purpose of this advisory is to develop and implement performance guidelines VDT equipment and related furnishings at the University of Cincinnati for employees whose jobs require them to work with VDTs for four (4) or more hours per day on a regular basis.

A. EXISTING EQUIPMENT AND FURNISHINGS:

1. Existing equipment and furnishings which do not meet the established performance guidelines should be evaluated by the employee and the supervisor to determine if modifications can be made to reduce ergonomic stresses until the equipment or furnishings are scheduled for replacement. If they are unable to resolve the problems, they may wish to consult with the appropriate Health and Safety Department for evaluation and recommendations on modifications.

B. NEW PURCHASES

1. As new VDT equipment and furnishings are being purchased, these established performance guidelines should be utilized and implemented/incorporated.

III. EMPLOYEE EDUCATION AND INFORMATION:

- A. The University of Cincinnati will develop VDT education and information programs concerning the Health and Safety issues associated with the use of VDT equipment and make the program available to employees who work on VDTs.
- B. VDT operators who have health concerns may request information and education through the appropriate Health and Safety Offices. Employees with medical concerns may discuss the issues with Employee Health Services.

IV. UNIVERSITY OF CINCINNATI GUIDELINES

WORKSTATION GUIDELINES

- A. An adequate work area should be provided.
- B. Chairs:
 1. Seat pans should be easily adjustable for height and angle.
 2. Backrests should be easily adjustable for height and tilt.
 3. Chairs should be on a stable base, on casters and capable of being swiveled by the user.
 4. Arm, foot, and wrist rests should be provided upon the request of the operator. Wrist rests will enable the operator to maintain a neutral position of the wrist while at the keyboard, and should be padded and without sharp edges.

V. LIGHTING

- A. The workstation finishes should be non-reflective surfaces.
- B. The workstation should be arranged to avoid glare from overhead lighting and windows. The lighting should be adequate for the operator to see the screen but not so bright as to cause glare or discomfort. Task lighting should be made available upon the request of the operator.
- C. Glare from windows should be minimized through methods that include but are not limited to shielding windows with shades, curtains or blinds, or positioning the terminals so that the terminal screen is at a right angle to the window producing the glare.

VI. VIDEO DISPLAY TERMINAL (VDT):

- A. The VDT should meet all applicable federal and state laws and regulations with respect to health, safety, and radio frequency interferences of electromagnetic capability. (RFE/EMC).
- B. The VDT monitor surface should have an anti-reflective coating or, upon the request of the operator, may be fitted with an anti-glare screen designed to reduce glare.
- C. The VDT monitor should be adjustable for tilt or be firmly attached to a separate base which can be adjusted for tilt.
- D. The VDT monitor screen should be legible with adequate contrast between the characters and the background and free of flicker.
- E. The VDT equipment should not exhaust noticeably towards users or co-workers. Co-workers should not be permanently positioned or located in close proximity to the side or rear of another employee's VDT monitor.

VII. KEYBOARD GUIDELINES:

- A. The keyboard should be detachable from the terminal and adjustable for tilt.
- B. The cable should be extendable to at least six feet in length, but should be coiled or retractable when extension is not required by the operator.

VIII. FURNISHING GUIDELINES:

- A. Computer stands, if used, should be adjustable for platform height.
- B. The leg space should be free of obstructions.
- C. The table and/or desk should have a non-reflective surface to inhibit glare.
- D. A document holder adjustable for placement, angle and height should be provided upon the request of the operator when a document holder is appropriate for the performance of the operator's duties.
- E. Upon request of the operator, direct noise from impact printers may be assessed by the Industrial Health and Safety Departments. Recommendations concerning the reduction of noise levels should be made to the operator's Department Head for implementation. The Department Head is responsible for implementing the recommendations.

IX. ALTERNATIVE WORK:

- A. During the work day, a VDT operator should rotate between VDT work and other job assignments for which he/she is qualified.

- B. A VDT operator should be provided an opportunity to perform alternative work assignments for at least fifteen (15) minutes after every two hours of continuous, uninterrupted work on a VDT.

MEMORANDUM OF UNDERSTANDING
Temporary Assignments

- A. Employees who are laid off pursuant to Article 12, Section 5 or awaiting reinstatement from disability leave pursuant to Article 22, Section 9, are eligible to apply for temporary assignments in their current classification or lower classifications in their classification series (see Appendix 3).
- B. An eligible employee who is willing to accept temporary assignments must so notify the University, in writing, designating those classifications in which the employee is both qualified and willing to accept assignments and those campuses at which the employee will accept assignments.
- C. The University will keep all departments notified of the availability of eligible employees for temporary assignments.
- D.
 - 1. Eligible employees may be offered interviews for, or placement into temporary assignments that are expected to last ten (10) or more workdays.
 - 2. An employee must be available for interview or placement on the next workday following telephonic notice (this includes messages). Failure to report may result in permanent removal from the temporary assignment eligibility list.
- E. Employees on temporary assignment will be paid at the post-probationary rate applicable to the position. Employees on temporary assignments are ineligible for any benefits under the Agreement or University policy (including previously accrued time off benefits) except as mandated by law, e.g. PERS contributions.
- F. An employee on temporary assignment may be released from an assignment at the University's discretion. Article 9 does not apply to such releases. Such release is not subject to the Article 10, Grievance Procedure.
- G. Temporary assignment will not extend or otherwise affect an employee's rights under Article 12, Section 13, or Article 22, Section 9.

This Memorandum of Understanding shall be in effect beginning January 1, 1999 through December 31, 1999 and thereafter shall be renewed for successive twelve (12) month terms from year to year unless either party gives written notice of termination no less than thirty (30) days prior to the January 1, renewal date.

SIDE LETTER

VACATION

The revisions to Article 20 are not intended to increase or decrease the vacation entitlement of any employee. The revisions are intended only to simplify the vacation tables. If a dispute arises over the revised chart, the parties shall refer to the 1995-1998 Agreement to resolve the dispute.

SIDE LETTER

TRANSPORTATION

No supervisor shall require an employee to use his or her personal vehicle for UC business except in such cases where travel is an express requirement and necessary function of the job. Such employees shall be reimbursed in accordance with the existing UC mileage policies and procedures. The Union agrees bargaining unit employees are subject to the mileage reimbursement policy which applies University-wide as determined and modified from time to time at the University's sole discretion.

FOR THE UNIVERSITY

Stephen G. Brooks

Alecia Trammer

Thomas B. Guerin

Date: _____

George A. Shaefer, Jr.
Chairman of the Board of Trustees

Attest: Virginia Steiner
Secretary, Board of Trustees

FOR DISTRICT 1199/SEIU

Julie Jones

Carolyn Schwier

Deborah Clifford

Mary Lou Cutler

Minnie Easley

Kathy Lynch

Ted Richmond

Donna Samuels

Lucinda Strickland